



Terms & Conditions

I. General provisions

1. The scope of the deliveries or services (hereinafter: Deliveries) shall be based on the written declarations by both parties. Terms and conditions of the Customer shall only apply to the extent that the supplier or the service provider (hereinafter: Supplier) has expressly agreed to them in writing.
2. The Supplier reserves the unrestricted right of ownership and copyright to quotations, drawings and other documents (hereinafter: Documents). The Documents may only be made accessible to third parties after the prior consent of the Supplier and must, if the order is not placed with the Supplier, be returned to the latter immediately. Sentences 1 and 2 apply accordingly for the Customer's documents; these may, however, be made accessible to third parties whom the Supplier has authorised to make Deliveries.
3. The Customer shall have the non-exclusive right to use standard software with the agreed features, in an unaltered form, on the agreed devices. The Customer may not create a back-up copy without express agreement
4. Partial services or partial deliveries are permitted.

II. Prices and terms of payment

1. Prices are ex works excluding packaging, plus the applicable statutory VAT.
2. If the Supplier has taken on the installation or assembly and nothing has been agreed to the contrary, the Customer shall, in addition to the agreed remuneration, bear all the necessary additional expenses, such as travel expenses, expenses for the transportation of tools and personal baggage, as well as daily allowances.

3. Payments must be made free of transaction charges to the Supplier's designated account.
4. The set-off by the customer against such claims of the supplier is only permissible with claims that are undisputed or have been established by law.

III. Retention of title

1. The objects of the Deliveries (reserved goods) shall remain the property of the Supplier until all its claims against the Customer arising from the business relationship have been satisfied. Insofar as the value of all the security interests of the Supplier exceed the amount of the secured claims by more than 20%, the Supplier shall release a corresponding portion of the security interests on the Customer's request.
2. For the duration of the retention of title, the Customer is prohibited from pledging the goods or transferring them by way of security, and resale is only permitted to resellers in the ordinary course of business and only on the condition that the reseller receives payment from its customer or makes the transfer of title to its customer dependent on the latter fulfilling its payment obligations.
3. In the event of attachments, confiscations or other disposals or interventions by third parties, the Customer must inform the Supplier immediately.
4. In the event of infringements of obligations on the part of the Customer, in particular in the event of a default of payment, the Supplier shall be entitled, after the fruitless expiry of a reasonable grace period set for the Customer, to withdraw from the contract and take back the goods; the statutory provisions concerning the dispensability of a grace period shall remain unaffected. The Customer is obliged to return the goods.
5. If reserved goods are used or processed by the customer, the supplier's retention of title extends to the entire new item. In the event of processing or connection with third-party items by the customer, the supplier acquires co-ownership at a fraction which corresponds to the ratio of the invoice value of his goods to that of the other items used by the customer at the time of processing or connection.
6. If the goods subject to retention of title are combined with a main item belonging to him, the customer is already transferring his rights to the new item to the supplier. If the customer connects the goods subject to retention of title to the main item of a third party, he hereby assigns to the supplier his claims for remuneration against the third party; the supplier accepts the assignment.

IV. Deadlines for deliveries

1. In order for deadlines for Deliveries to be adhered to, the Customer must provide all the necessary documents, consents and approvals, in particular of plans, on time, and comply with the agreed terms of payment and other obligations. If these requirements are not satisfied on time, the delivery deadlines shall be extended appropriately; this shall not apply if the Supplier is responsible for the delay.
2. If the failure to meet the deadlines can be attributed to force majeure, e.g. mobilisation, war, riots or to similar events, e.g. strikes, lockouts, the deadlines shall be

extended appropriately.

3. The Customer is obliged, on the request of the Supplier, to declare – within a reasonable period – whether it is withdrawing from the contract on account of the delay, or insisting on performance.
4. If dispatch or delivery is delayed by more than one month after the notice of readiness for dispatch, on the request of the Customer, the Customer may be charged storage fees of 5% of the price of the objects of the Delivery for each new month, but no more than 5% in total. The parties to the contract have the right to provide evidence that the storage costs were higher or lower.

V. Transfer of risk

1. Unless otherwise expressly agreed, deliveries are made ex works (EXW - Incoterms 2020). At the request and expense of the customer, the goods will be dispatched to another destination (dispatch purchase).
2. In the case of deliveries without installation or assembly, the risk is transferred to the customer even in the case of delivery carriage paid if the delivery has been handed over to the person carrying out the transport, at the latest when the delivery has left the production facility or warehouse, even if partial deliveries are made.
3. In the case of deliveries with installation or assembly, the risk - for the respective partial delivery - passes to the customer upon delivery to the installation or assembly site.
4. If the dispatch, the delivery as well as the start or execution of the installation or assembly are postponed at the request of the customer or delayed for reasons for which the supplier is not responsible, the risk shall pass to the customer for the time of the delay.
5. The customer must immediately accept works services.
6. If it has been expressly agreed in writing that a formal acceptance must take place, the customer is obliged to accept the service and to provide the supplier with a written acceptance certificate.
7. The supplier can request interim acceptance of intermediate and partial services, provided that these are the basis for the further provision of services.

VI. Installation and assembly

The following provisions shall apply for installation and assembly, unless otherwise agreed in writing:

1. The customer is responsible for the liability for premises at the assembly site. He must enable the supplier an accident-free execution of the assembly. This includes compliance with all relevant occupational safety and accident prevention regulations.
2. The Customer must provide the following in good time, at its own expense:
 - a) preparation of the installation site for a free execution of the installation works,
 - b) all earth-moving and construction work and other ancillary work outside the scope of the Supplier's trade, including the necessary skilled and unskilled labour,

construction materials and tools,

c) the utensils and materials that are necessary for assembly and commissioning, such as scaffolding, hoists and other equipment, fuels and lubricants,

d) energy and water at the site of use, including connections, heating and lighting,

e) at the place of assembly, enough suitable dry lockable space for the storage of machine parts, apparatus, materials, tools etc. and appropriate working and recreation rooms for the assembly staff, including sanitary facilities appropriate for the circumstances; furthermore, to protect the property of the Supplier and the assembly staff on the construction site, the Customer must take the measures that it would take for the protection of its own property,

f) protective clothing and protective equipment that is necessary owing to the particular circumstances of the assembly site,

g) other support of our assembly staff during installation, as far as objectively required.

3. Before the start of the assembly work, the Customer must provide the information about the position of concealed electricity cables or gas or water pipes or similar installations, as well as the necessary structural data, unsolicited.
4. Before the start of the installation or assembly, the supplies and items necessary for starting the work must be at the installation or assembly site and all the preliminary work must have progressed so far that the installation or assembly can be started as agreed and can be executed without interruption. Access roads and the installation or assembly site must be paved and cleared.
5. If installation, assembly or commissioning is delayed by circumstances for which the Supplier is not responsible, the Customer must, to an appropriate extent, bear the costs for the waiting time, and any additional journeys of the Supplier or the assembly staff that are necessary.
6. The Customer must provide the Supplier with weekly reports about the hours worked by the assembly staff and shall immediately confirm completion of the installation, assembly or commissioning. If the Supplier demands approval of the Delivery after completion, the Customer must perform this within two weeks. If this does not happen, the approval shall be deemed not to have taken place. The approval shall also be deemed not to have taken place if the Delivery – after the completion of an agreed trial period if applicable – has not been put to use.

VII. Acceptance

The Customer shall not be entitled to refuse to accept Deliveries on account of minor defects.

VIII. Material defects

The Supplier shall be liable for material defects as follows:

1. All parts or services that show a material defect within the limitation period, irrespective of the period of operation, must be repaired, replaced or rendered again, unless the cause of the defect already existed at the time of the transfer of the risk.

2. Claims for material defects lapse in 12 months. This shall not apply if longer terms are prescribed by the law according to Sections 438 (1) No. 2 (buildings and things used for buildings), 479 (1) (right of recourse) and 634a (1) No. 2 (construction defects) German Civil Code, as well as in the event of injury to life, limb or health, in the event of an infringement of an obligation committed through the wilful intent or gross negligence of the Supplier and in the event of the fraudulent concealment of a defect. The statutory provisions on the suspension, interruption and recommencement of the periods shall remain unaffected.
3. The Customer must report material defects to the Supplier immediately in writing.
4. In the event of complaints regarding defects, the Customer's payments may be retained to an extent that reasonably reflects the material defects encountered. The Customer may only retain payments if there is absolutely no doubt of the legitimacy of the complaint that has been lodged. If the complaint is unjustified, the Supplier shall be entitled to demand that the Customer reimburse it for the expenses that it has incurred.
5. First, the Supplier must be granted the opportunity for supplementary performance within a reasonable period.
6. If the supplementary performance fails, the Customer, irrespective of any claims for compensation in accordance with Section XI, may withdraw from the contract or reduce the remuneration.
7. Claims for defects shall not exist in the event of only a slight deviation from the agreed quality, in the event of only a slight impairment of the usability, in the event of natural wear or damages which arise after the transfer of risk as a consequence of improper or negligent handling, excessive stress, unsuitable equipment, defective construction work, unsuitable subsoil or on the basis of particular external influences that are not presupposed under the contract, and in the event of non-reproducible software errors. If changes or repair work are performed incorrectly by the Customer or by third parties, no claims for defects may be asserted for these and the consequences thereof.
8. Claims on the part of the Customer on account of the expenses necessary for the purpose of the supplementary performance, in particular transport costs, tolls, labour and material costs, shall be excluded, insofar as the expenses rise because the object of the Delivery has been brought to a location other than the Customer's place of business, unless the shipment to this location is in line with its intended use.
9. The Customer's right of recourse against the Supplier in accordance with Section 478 German Civil Code (recourse of the entrepreneur) shall only exist to the extent that the Customer has not reached any agreements with its customer that go beyond the statutory claims for defects. No. 8 shall also apply for the scope of the Customer's right of recourse against the Supplier, in accordance with Section 478 (2) German Civil Code.
10. In other respects, Section XI (Other claims for compensation) shall apply for claims for compensation, Further claims or claims other than those regulated in the present Section VIII by the Customer against the Supplier and its vicarious

agents on account of a material defect shall be excluded.

IX. Industrial property rights and copyrights; defects of title

1. Unless otherwise agreed, the Supplier is obliged to provide the Delivery only in the country of the place of delivery, free from industrial property rights and copyrights of third parties (hereinafter: Property Rights). If a third party raises legitimate claims against the Customer on account of the infringement of Property Rights by Deliveries that have been provided by the Supplier and used in accordance with the contract, the Supplier shall be liable to the Customer within the time period specified in Section VIII No. 2, as follows:
 - a) The Supplier shall, at its discretion and at its expense, either obtain a right of use for the Deliveries in question, change them such that the Property Right is not infringed, or exchange them. If the Supplier is unable to do this on reasonable terms, the Customer shall be entitled to exercise its statutory right to withdraw from the contract or reduce the price.
 - b) The Supplier's obligation to pay compensation shall be governed by Section XI.
 - c) The aforementioned obligations of the Supplier shall only exist if the Customer informs the Supplier immediately of the claims asserted by third parties, does not acknowledge an infringement, and leaves all defensive action and settlement negotiations to the Supplier. If the Customer stops using the Delivery for damage mitigation or other important reasons, it is obliged to inform the third parties that the cessation of use does not constitute an acknowledgement of the infringement of property rights.
2. Claims of the Customer shall be excluded to the extent that the latter is responsible for the infringement of the Property Rights.
3. Claims of the Customer shall also be excluded to the extent the infringement of the Property Rights is caused by special specifications of the Customer, by an application that the Supplier could not have foreseen or by the Delivery being changed by the Customer or used in conjunction with products not delivered by the Supplier.
4. In the event of infringements of the Property Rights, the provisions of Section VIII No. 4, 5 and 9 shall apply accordingly for the claims of the Customer regulated in No.1 a).
5. In the event of the existence of other defects of title, the provisions of Section VIII shall apply accordingly.
6. Further claims or claims other than those regulated in the present Section IX by the Customer against the Supplier and its vicarious agents on account of a defect of title shall be excluded.
7. If the Customer makes patentable or copyrightable items or rights, especially software, available to the Supplier for use in connection with the object of the delivery and/or for processing within the framework of the order, the Customer shall assure the Supplier in the form of an independent guarantee that it has all the rights of use that are necessary for a provision of the provided patentable or copyrightable item and/or right for use and/or processing. The Customer shall grant the Supplier all the rights of use or processing in the provided item

or the provided right, especially in the provided software, which are necessary for the execution of the order. If third parties assert claims against the Supplier on account of infringements of property rights with respect to items or rights provided by the Customer, the Customer must indemnify the Supplier from these claims when first requested to do so. 1 c) above shall apply accordingly.

X. Impossibility, amendment of the contract

1. If the Delivery is impossible, the Customer is entitled to demand compensation, unless the Supplier is not responsible for the impossibility. However, the Customer's claim for compensation shall be restricted to 10% of the value of the part of the Delivery which cannot be put into useful operation because of the impossibility of the Delivery. This limitation shall not apply insofar as there is mandatory liability in the event of wilful intent, gross negligence or on account of injury to life, limb or health; A change in the burden of proof to the detriment of the Customer shall not be associated with this. The Customer's right to withdraw from the contract shall remain unaffected.
2. If unforeseeable events in terms of Section IV No. 2 significantly change the economic significance or the content of the Delivery, or have a significant effect on the Supplier's operations, the contract shall be adapted appropriately, in compliance with the principle of good faith. Where this is not economically justifiable, the Supplier shall have the right to withdraw from the contract. If it wants to avail itself of this right to withdraw from the contract, it must inform the Customer of this immediately after becoming aware of the significance of the event, even if an extension of the delivery period has initially been agreed with the Customer.

XI. Other claims for compensation

1. Claims for compensation and reimbursement of expenses on the part of the Customer (hereinafter: Claims for Compensation), irrespective of the legal basis, in particular because of an infringement of contractual obligations and from unlawful acts, shall be excluded.
2. This shall not apply in cases where liability is mandatory, e.g. in accordance with the German Product Liability Act, in cases of wilful intent, gross negligence, in cases of injury to life, limb or health, or in cases of the infringement of essential contractual obligations. However, Claims for Compensation for the infringement of essential contractual obligations shall be limited to foreseeable damages that are typical for the contract concerned, unless there is wilful intent or gross negligence or liability on account of injury to life, limb or health. A change in the burden of proof to the detriment of the Customer shall not be associated with the above provisions.
3. Insofar as the Customer is entitled to make Claims for Compensation in accordance with the present Section XI, these shall lapse upon the expiry of the limitation period valid for claims based on material defects in accordance with Section VIII No. 2. In the case of Claims for Compensation in accordance with the German Product Liability Act, the statutory limitation periods shall apply.

XII. Place of jurisdiction and applicable law

1. The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered place of business of the Supplier, if the Customer is a merchant. The Supplier shall, however, be entitled to bring an action at the registered place of business of the Customer.
2. German substantive law shall apply to the legal relations in connection with the present contract, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

XIII. Binding nature of the contract

Even in the event that individual provisions are legally ineffective, the remainder of the contract shall remain binding. This shall not apply if adherence to the contract would constitute an unreasonable hardship for one of the parties.

XIV. Use of software

1. Insofar as software is included in the scope of delivery, the Supplier shall be exclusively entitled to the copyright, patent rights, trademark rights and all other ancillary copyrights. If third parties are entitled to these rights, the Supplier must have obtained the corresponding rights.
2. The Customer shall be granted the non-exclusive right to use the delivered software, including its documentation [simple right of use]. It shall be assigned for use on the delivery item intended for this. If the Customer changes the hardware used, it is obliged to remove the software from the hardware which has been used so far.
3. Reproductions of the software are permissible, provided that the respective reproduction is necessary for the use of the software. The necessary reproductions include the installation of the software on the storage medium of the hardware used by the Customer, as well as the loading of it into the working memory of the hardware used by the Customer. The creation of a backup copy by the Customer is also permissible. It is not permitted for the software to be used in such a way that it can be used simultaneously by a number of users exceeding the number of licences purchased.
4. The Customer is entitled to pass on the software permanently to third parties if the third party agrees to the validity of Section XIV. of the present Terms and Conditions. Then, the Customer is obliged to handover all the copies of the software to the third party and to delete its own copies. The right to use the software on the part of the Customer shall expire when the software is handed over to the third party.
5. The Customer may only reproduce, revise or translate the software, or convert it from object code into source code, to the extent permitted by law (Sections 69a ff. German Copyright Act). The Customer undertakes not to remove manufacturer information, in particular copyright notices, or to change them without the written consent of the Supplier in advance.

6. All other rights to the software and the documentation, including copies, shall be retained by the Supplier or the software provider. The awarding of sub-licences is not permissible.

XV. Compliance and Export Regulations

1. Supplier and und buyer are mutually obliged in the context of their business relationship to comply with all applicable laws, regulations, guidelines and other legal provisions, including but not limited to anti-corrupt laws.
2. Within the framework of their contractual relations, supplier and buyer mutually agree to the regular review of their data in accordance with the respective current sanctions lists based on regulations No. VO (EG) 2580/2001, VO (EG) 881/2002, VO (EU) 553/2007 as well as VO (EU) 753/2011 (Anti-terrorism regulations) and other applicable national, European and international embargo and foreign trade control regulations in order to enable the establishment and arrangement of a legally compliant business relationship. In doing so, they shall observe all relevant data protection regulations.
3. The buyer declares that his company and its employees are not included in any of the sanction lists issued based on the aforementioned regulations. The buyer is obliged to ensure with appropriate measures that the anti-terrorism regulations and other applicable national, European and international embargo and foreign trade control regulations are implemented in the business operations of his company. Furthermore, the buyer is obliged to inform the supplier immediately in text form about possible positive results during review in accordance with the aforementioned sanction lists with regard to his company and/or its employees and/or third parties, to whom he intends to forward items of the supplier (goods, plants, software or technology, including related documents).
4. Claims for damages of any kind (particularly due to delay or due to non-performance) and of other rights by the buyer are excluded as far as this is in connection with the supplier's compliance with the applicable national, European and international embargo and foreign trade control regulations. This does not apply if the supplier is accused of intent or gross negligence. In case of a positive test result (list hit), the supplier is entitled to an extraordinary termination of the contract.
5. The fulfilment of the contractual duties (deliveries and services) is subject to the proviso that no national, European and international export regulations, such as embargoes, sanctions or other restrictions are opposed. The buyer is obliged to provide all information and documents that are necessary for export or shipment.
6. Delays due to export control-related investigation and approval procedures impede delivery times and deadlines. If required approvals are not granted or if the contractual performance is not approvable, the supplier is entitled to withdraw from the contract. The claim for damages of any kind, especially due to delay or non-performance, or of other rights by the buyer is insofar excluded.
7. The buyer is obliged towards the supplier to comply with all applicable export control regulations. If the items (goods, plants, software or technology, including

related documents) delivered by the supplier are transferred to a third party, the respective applicable provisions of the export control law, namely national, European or that of the USA, must be observed by the buyer.