

## General terms and conditions

### Terms of sale, delivery and payment of WETRAVENT Lufttechnik

For use in business issues with entrepreneurs

– Version / edition: July 2019 –

#### 1. Preface

1.1 Our terms of delivery and payment apply exclusively to the entire business relationship with our buyers. We do not recognize deviating or additional conditions of the buyer, unless we have expressly agreed to their validity in writing. Our terms of delivery and payment shall apply exclusively even if we carry out the delivery without reservation, despite conflicting, deviating or supplementary terms and conditions of the buyer. Our terms of delivery and payment also apply without explicit agreement for all future transactions with the buyer.

1.2 These conditions apply only to companies, legal persons under public law and public law special funds.

1.3 Our travelers or agents have no power of attorney; Agreements concluded with them become binding only after our written confirmation.

1.4 The Supplier reserves all proprietary and copyright exploitation rights to cost estimates, drawings and other documents (hereinafter "documents"). The documents may only be made accessible to third parties with the prior consent of the supplier and, if the order is not placed with the supplier, they must be returned to the supplier immediately upon request. Sentences 1 and 2 apply mutatis mutandis to documents of the purchaser; However, these may be made available to third parties to whom the supplier has legitimately transferred deliveries.

1.5 The customer has the non-exclusive right to use the standard features of the software with the agreed features in unaltered form on the agreed devices. The customer may make a backup copy without express agreement.

1.6 Partial deliveries are permitted as far as they are reasonable for the customer.

1.7 For reasons of environmental protection, only one version of the product documentation or operating instructions is included with each consignment, regardless of the order quantity. These can, however, be ordered as a PDF file from us.

#### 2. Offer and conclusion of contract

2.1 Our offers are always non-binding, unless expressly stated otherwise in the offer. Silence on offers of the buyer does not constitute acceptance.

2.2 The delivery contract is only concluded by our written order confirmation. If such was not granted, our delivery execution or the delivery note shall be considered as order confirmation. Verbal agreements require our written confirmation.

2.3 After the order confirmation has been issued, a buyer's solution to the delivery contract is excluded, subject to deviating statutory or contractual provisions.

2.4 The measures, weights, illustrations, descriptions and other information mentioned in our catalogs, brochures, price lists or estimates and other documents are for information only and will only become binding content of the contract if we have expressly agreed to this in writing.

2.5 Texture and durability information only applies as guarantees if they are expressly designated as such. The same applies to the assumption of a procurement risk.

2.6 For the nature and extent of the service, our written order confirmation shall prevail. We are entitled to partial services as far as they are reasonable for the buyer.

#### 3. Terms of delivery

3.1 The delivery period is determined, unless otherwise agreed, according to the information provided by us in the order confirmation. The delivery period begins with the dispatch of our order confirmation, but not before clarification of all the questions necessary for the execution of the order or the provision of the advance payments to be made by the buyer or before receipt of a deposit to be paid by the buyer. If we deliver to the buyer against payment in advance, the specified delivery period begins with the receipt of the prepayment amount. Supplementary changes requested by the buyer will result in an interruption of the delivery time. After agreement on the desired change, the period begins to run anew.

3.2 The delivery period for delivery "ex works" is complied with if the purchased item within the agreed period is segregated and ready for shipment and it has been communicated to the buyer. In the case of a forwarding purchase, the delivery deadline is met if the purchased item was handed over to the forwarding agent within the agreed period or was ready to be handed over and could not be handed over without our fault.

3.3 Delivery and service delays due to force majeure, important operational issues and events beyond our control, entitle us to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up time. This also applies if such events occur at our suppliers or during an already existing delay. If the hindrance lasts more than 3 months, the buyer as well as we are entitled to withdraw from the contract with regard to the part not yet fulfilled. We will inform the buyer as soon as possible of the beginning and end of such hindrances.

3.4 As long as the buyer is in arrears with the payment of previous deliveries from ongoing business relationship, we are entitled to refuse all services owed by us. Any costs incurred by the buyer are at his expense.

3.5 Orders on call must be retrieved no later than 6 months after the first partial delivery. After this period, we have the right to bring the ordered goods for shipment. If the buyer is in default of acceptance or if he violates other obligations to cooperate, we are entitled to demand compensation for the damage incurred to us in this respect. Further claims remain reserved.

3.6 If the buyer is in default of acceptance or culpably violates other obligations to co-operate, we are entitled to compensation for the resulting damage, including any additional expenses.

3.7 If shipping, delivery or collection of the delivery item is delayed at the buyer's request or due to circumstances originating from the buyer's area of responsibility, the buyer shall be liable to us for the costs incurred by the storage as well as the interest on the capital used for the delivery item to refund. The claim shall be at least 0.5% of the outstanding invoice amount for each commenced month, starting one month after notification of readiness for shipment by us. The proof of a lower damage by the buyer remains possible. However, we are entitled to dispose otherwise of the delivery item after a reasonable and reasonable expiration of a reasonable period of time and to provide the buyer with a reasonably extended deadline as a substitute.

3.8 If we culpably fall behind in default by breach of our essential contractual obligations (i.e. by obligations whose fulfillment enables the proper execution of the contract in the first place and whose fulfillment the contractual partner regularly trusts and relies on, the damage to be compensated shall be foreseeable, typically occurring damage incidentally, the damage caused by default shall be limited to 0.5% of the delivery value for each completed week, but not more than 5% of the delivery value.

#### 4. Prices

4.1 The deliveries shall be made - unless otherwise agreed in writing - at the prices announced by us. The prices are ex works or from the agreed place of dispatch, excluding packaging, customs, insurance, installation and instruction costs, shipping costs and plus value added tax in the applicable amount.

4.2 In case of cost reduction or increase due to material price or due to wage increases or changes occurring after conclusion of the contract, we reserve the right to charge the applicable price at the

time of delivery, if the delivery takes place later than 4 months after the date of our order confirmation. We will prove the cost changes to the buyer on request.

4.3 We also reserve the right to recalculate in a way that is reasonable for the buyer if the subject of the contract has been technically improved compared to the time of the contract.

4.4 For orders on call, the prices valid on the day of delivery or on the due date of acceptance are always calculated.

4.5 In the case of non-agreed small quantities, we shall be entitled to levy cost-covering surcharges or to make discount reductions.

4.6 In the case of a delivery "ex works", we are entitled to invoice the goods as of readiness for delivery. In the case of a consignment purchase, the authorization for the billing document arrives with the handover to the carrier.

4.7 If the supplier has taken over the installation or assembly and nothing else has been agreed, the purchaser shall pay all necessary ancillary costs such as travel expenses, costs for the transport of the tools and personal luggage as well as triggers in addition to the agreed compensation.

#### 5. Payment

5.1 Unless otherwise stated, our invoices are payable without deduction within 30 days of the invoice date. Invoices for development costs, tools and equipment will not be discounted. For deliveries abroad, the purchase price must be paid immediately after receipt of the invoice and without deduction. Decisive discount deductions are based on the timely receipt of money on our account.

5.2 In the event of late payment, interest at the rate of 9 percentage points per year above the respective base interest rate (§ 247 BGB) is due. Evidence of further damage caused by delay remains reserved.

5.3 We shall be entitled, after unsuccessful expiration of a reasonable period of grace, to make outstanding services only against advance payment or to make it dependent on the provision of a security, if the buyer is in arrears with agreed payment terms or circumstances exist which doubts the solvency of the bank when setting customary banking standards Buyer justify. In addition, we are entitled to demand our claims, regardless of the term of any bills, and to demand collateral.

5.4 The buyer is entitled to exercise the set-off and the right of retention only because of his undisputed or legally established claims. Exercise of rights of retention is only possible by the buyer if his counterclaim is based on the same legal relationship.

5.5 So-called warranty or warranty retention of the buyer, which are claimed in advance, are excluded.

5.6 Employees, Travelers or Commercial Agents of our house have no debt collection authority, unless this is our express, written order.

5.7 If installments have been agreed, we shall be entitled to demand the full remainder of the purchase price for immediate payment if the buyer is in default of payment installments that exceed 10% of the total purchase price.

5.8 The purchaser can only set off against claims that are undisputed or legally binding.

#### 6. Packing and shipping

6.1 The packaging is made according to commercial criteria and at our discretion. These are disposable packaging that is cheapest and will not be taken back. Reusable packaging systems must be agreed between the manufacturer and the buyer.

6.2 When sending a consignment we strive for what we believe to be the best possible delivery route, unless a specific shipping method has been agreed.

6.3 The costs for packaging and for delivery from the factory to the place of delivery shall be borne by the buyer.

#### 7. Installation and assembly

7.1 Unless otherwise agreed in writing, the following provisions apply to installation and assembly:

7.2 The customer has to take over at his expense and to provide in time:

- all earthwork, construction and other external ancillary activities, including the necessary specialist and auxiliary personnel, building materials and tools,
- the commodities and materials required for assembly and commissioning, such as scaffolding, hoists and other equipment, fuels and lubricants;
- energy and water at the point of use, including connections, heating and lighting,
- at the place of assembly for the storage of the machine parts, equipment, materials, tools, etc., sufficiently large, suitable, dry and lockable rooms and working and recreation rooms adequate for the installation personnel, including the circumstances of appropriate sanitary facilities; moreover, in order to protect the possession of the supplier and the installation personnel on the construction site, the customer must take the measures which he would take to protect his own property,
- Protective clothing and protective equipment required due to special circumstances of the installation site.

7.3 Before the assembly work begins, the customer must provide the necessary information on the location of concealed electricity, gas, water pipes or similar equipment as well as the required static information without being requested to do so.

7.4 Before commencing installation or assembly, the items and items required for the commencement of work must be at the installation or assembly point and all preparatory work must be sufficiently advanced prior to commencement of erection that the erection or installation is in accordance with the agreement started and can be performed without interruption. Access routes and the installation or assembly station must be leveled and cleared.

7.5 Should installation, assembly or commissioning be delayed due to circumstances not attributable to the Supplier, the Purchaser shall bear the costs of the waiting time and any additional travel required by the Supplier or the assembly personnel to an appropriate extent.

7.6 The purchaser must certify the supplier of the duration of the working time of the assembly personnel weekly as well as the completion of the installation, assembly or commissioning without delay.

7.7 If the supplier demands the acceptance of the delivery after completion, the purchaser must undertake within two weeks. If this does not happen, the acceptance is deemed to have taken place. The acceptance shall also be deemed to have taken place if the delivery - possibly after the conclusion of an agreed test phase - has been put into use.

#### 8. Scope of delivery, transport and transfer of risk

8.1 Unless otherwise agreed, the delivery is agreed "ex works". The risk of deterioration or destruction is thus transferred to the buyer with the notification of readiness for shipment and the separation of the purchased object. This also applies if we have taken on additional services such as loading, transport or unloading (carriage paid delivery). If the performance is delayed due to circumstances for which the buyer is responsible, we are entitled to store the goods at the expense and risk of the buyer at our discretion and to charge for delivery as delivered ex works.

8.2 If a consignment purchase has been agreed, the risk of deterioration or loss passes to the buyer at the latest when the goods are dispatched or handed over to the person to be transported ex works or dispatch. If the dispatch is delayed by a behavior of the buyer, the risk passes with the notification

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of readiness for shipment to the buyer. Clause 8.1 sentence 4 shall apply accordingly.

8.3 For deliveries with installation or assembly on the day of acceptance in own operation or, as agreed, after perfect trial operation.

8.4 At the request of the buyer we insure the respective shipment in his name and on his account against theft, breakage, transport, fire and water damage. An appropriate authorization shall be deemed to have been given with the expressing of the request in the aforementioned sense.

8.5 Minor shortfalls or excess deliveries for manufacturing reasons (for deliveries up to 20 pieces - / + 1 and for deliveries over 20 pieces - / + 5% of the delivery quantity) represent a proper fulfillment. However, the delivered quantity is always calculated.

8.6 The risk of accidental loss or accidental deterioration of the purchased item is also transferred to the buyer at the time when the latter is in default of acceptance or payment.

8.7 The customer may not refuse to accept deliveries due to insignificant defects.

8.8 Target date deliveries have to be ordered separately and expressly.

#### 9. Reservation of proprietary rights

9.1 The delivered goods remain our property until the fulfillment of all our claims arising from the business relationship. This also applies to the issuing of the balance acknowledgment.

9.2 The buyer is entitled to resell the delivered goods in the ordinary course of business, as long as he is not yet in arrears. However, he hereby assigns to us all claims in the amount of the respective final invoice amount (including VAT) of the claim that accrue to him from the resale against his customers or third parties, irrespective of whether the delivery item has been resold without change or has been resold after processing. The buyer is entitled to collect the claims until revoked. Our authority to collect the claim itself remains unaffected. However, we undertake not to collect the claim as long as the buyer meets his payment obligations from the proceeds received, does not default on payment and, in particular, no petition for settlement or insolvency proceedings is filed against the buyer's assets or a cessation of payments of the buyer. If this is the case, we can demand that the buyer discloses the assigned claims and their debtors, provides all information necessary for collection, hands over the related documents and notifies the debtors (third parties) of the assignment.

9.3 The processing or transformation of the delivery item by the buyer is always for us as a manufacturer, without obligation to us. If the delivery item is processed with other items not belonging to us, we acquire the co-ownership of the new item in proportion of the value of the delivery item (final invoice amount including value added tax) to the other processed items at the time of processing. Incidentally, the regulations for the object delivered under reservation apply to the thing resulting from processing.

9.4 If the corresponding delivery item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion of the value of the delivery item (final invoice amount including value added tax) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the item of the buyer is to be regarded as the main item, it is agreed that the buyer transfers pro rata co-ownership. Incidentally, the provisions for the object delivered under retention of title also apply.

9.5 Insofar as we had co-ownership of the sold reserved goods in accordance with the above provisions, the buyer assigns to us his claim against the purchaser in the amount of the co-ownership share. The buyer also assigns to us security claims that accrue to a third party as a result of the combination of the reserved goods with a property. We already accept these assignments.

9.6 The purchaser is not entitled to other dispositions of the reserved goods as well as any claims in their place. In the case of seizure or confiscation of the reserved goods or of the claims in their place, the buyer must point out our authorization and inform us immediately so that we can protect our rights against third parties. Insofar as the third party is unable to reimburse us for the legal or extrajudicial costs of prosecution, the buyer is liable for the loss incurred by us.

9.7 The Buyer shall hold the reserved property in the sense of the above provisions or objects in its place free of charge for us.

9.8 At the request of the buyer, we release the delivery item to the extent to which our security interest has ceased to exist. The interest in hedging no longer applies if the realizable value of the delivery item not only temporarily exceeds the coverage limit of 110% of the secured claim. It is assumed that the coverage limit is reached if the expert appraisal value of the delivery item at the time of the release request corresponds to 150% of the secured receivables. The proof of another realizable value of the delivery item by the buyer remains possible.

9.9 In the event of breach of contract by the Buyer, in particular default in payment, or in case of a threat to our claims due to deterioration of the creditworthiness of the Buyer, we shall be entitled to take back the reserved goods even after unsuccessful expiry of a grace period, if we have not withdrawn from the contract, we are then also entitled to sell the reserved goods freehand or have them auctioned off. The proceeds of sale shall be credited against the liabilities of the purchaser, less reasonable exploitation costs. The buyer is liable for a remaining default claim.

9.10 The buyer is obliged to treat the delivery item with care and to maintain it in perfect condition as long as the ownership has not yet been transferred to him. The purchaser shall continue to insure the products supplied to him adequately against loss or damage by theft, fire, water and similar cases at his expense and in our favor and to provide us with such insurance upon request. If maintenance and inspection work is required, the buyer must carry it out at his own expense in a timely manner.

9.11 We are authorized to assign the payment claims against the buyer.

9.12 If, under the law of the place where the delivery item is located, the retention of title or the assignment is not effective, a corresponding security shall be deemed agreed. The buyer is obliged to take all measures necessary to establish and maintain such rights.

#### 10. Warranty, obligations of the buyer in case of notification of defects by his buyer, reimbursement of expenses, liability

10.1 Warranty claims of the buyer presuppose that he has duly fulfilled his statutory inspection and complaint obligations. This also applies if the buyer resells the delivery item. In the case of obvious defectiveness or incompleteness of the goods, the complaints must be reported to us within 2 weeks after arrival of the service at the place of destination in writing with a precise description of the error and the invoice number. At our request vouchers, samples, packing slips and / or the faulty goods are to be returned to us. Claims of the buyer due to defectiveness or incompleteness of the service are excluded if he does not meet this obligation. Hidden material defects must be reported immediately after their discovery. After the execution of an agreed acceptance, the complaint of defects that could have been detected at the time of acceptance is excluded.

10.2 We only accept liability for a specific purpose or suitability if expressly agreed in writing. Incidentally, the suitability and use risk is borne exclusively by the buyer. The buyer is obliged to ensure compliance with the technical conditions specified in the documentation and / or in the supplementary documents. Any other use is prohibited. The buyer must also impose this and any other restrictions of use imposed by the seller on his customers.

10.3 Claims for defects are basically and completely excluded for used delivery items, unless a liability for defects was expressly agreed in writing.

10.4 A defect of the delivery item does not exist if products delivered by us are used in the operation of the buyer in functional connection with already existing or third-party purchased product components, provided the fault was caused by components not supplied by us or their lack of compatibility. If we expressly warranted compatibility with third-party products and in writing, this only applies to the current product version at the time of the assurance, but not to older or future product versions. In addition, there is no defect in the delivery item if and to the extent that a disruption is due to the fact that the buyer has not ensured compliance with the technical conditions specified in the documentation and / or in the supplementary documents. Should we be called in such a case for the removal of a disturbance, the buyer has to bear the arising costs after our in each case valid cost rates. Likewise, the buyer has to indemnify us in such a case of third-party claims for damages. In any case, the buyer bears the burden of proof that damage is not caused by the use of the products supplied by us in breach of contract.

10.5 In particular for the natural wear and tear of the delivery item, faulty or negligent handling, modification, assembly or operation as well as faulty advice or instruction by the buyer or third parties, excessive use, unsuitable equipment, unsuitable installation location, in particular footprint, lack of stability or unsuitable fuse of the power supply, chemical, electrochemical or electrical influences, weather and other natural influences, the buyer remains solely responsible.

10.6 For consumables, upon discovery of a defect, the materials shall be promptly separated in a state of discovery of the defect and made available for our review. Otherwise, they are considered as delivered in the delivered condition without further liability on our part.

10.7 If the goods are defective, we can at our discretion as supplementary performance eliminate the defects or make a replacement without defects. Only if this repeatedly fails or should be unreasonable and it is not just insignificant defects, the buyer is entitled to resignation or reduction in accordance with the statutory provisions. The limitation periods in case of a delivery recourse remain unaffected by the application of German law within the meaning of §§ 478, 479 BGB. Claims for damages are only granted to the buyer in accordance with section 10.12. With regard to any substitute services and rectification work, a warranty period of 3 months from delivery or performance of the service is valid, but at least until the expiry of the warranty period for our original service (see Section 10.14, 10.15).

10.8 To make all necessary repairs and replacement deliveries, the buyer, after conferring with us, has to provide the necessary time and opportunity to fulfil. Otherwise, we are released from liability for the resulting consequences. If the purchaser wishes to have the additional cost of sending a technician or carrying out work outside of normal working hours, he has to bear the additional costs (e.g. overtime surcharges, longer journeys etc.).

10.9 Replaced parts become our property. For spare parts we are only liable according to the present delivery and sales conditions, in particular paragraph 10.7

10.10 The buyer must notify us immediately of any notice of defects by his buyer regarding our services. If the buyer does not comply with this obligation, he has no warranty claims against us. In addition, the buyer has to secure evidence in a suitable form and to give us an opportunity for review on request.

10.11 Advertising claims of the buyer not authorized by us towards his buyers or in his advertising materials do not constitute any claims for defects against us.

10.12 We are liable for damages in cases of explicit acceptance of a guarantee or a procurement risk as well as intentional or grossly negligent breaches of duty. In the case of gross negligence, the liability for damages is limited to the foreseeable, typically occurring damage. The liability for a culpable injury to life, limb or health as well as the mandatory liability under the Product Liability Act remain unaffected. For damage caused by slight negligence we shall only be liable in the case of a breach of essential contractual obligations (i.e. obligations whose fulfillment makes the proper execution of the contract possible and whose fulfillment the contractual partner regularly trusts and relies on) but limited to the conclusion of the contract foreseeable, contract-typical damage.

10.13 If the Buyer is entitled to demand damages instead of the performance or to withdraw from the contract, he must declare at our request within a reasonable period of time whether and how he will exercise these rights. If he does not declare himself on time or if he insists on the performance, he is entitled to exercise these rights only after fruitless expiry of a further appropriate grace period.

10.14 Claims for defects become time-barred within 12 months from the passing of risk. For legal defects, the corresponding applies. In the case of intentional or grossly negligent breaches of duty, the absence of guaranteed characteristics, the assumption of procurement risks or the infringement of persons, the statutory limitation periods apply. This does not apply to the application of German law for claims due to defects within the meaning of § 438 (1) no. 2 lit. b BGB.

10.15 For all claims that are not subject to the statute of limitations due to a material defect, there is an exclusion period of 6 months. It begins with knowledge of the damage and the person of the perpetrator. This does not apply to claims for damages based on deliberate or grossly negligent action on our part.

10.16 If the buyer sends us the delivery item for remedying the defect and if we determine that the notice of defect is unjustified and warranty claims do not exist, we request that the delivery item be collected within a period of 4 weeks after receipt of the notification or if we declare in writing that he should be sent back or repaired. We hereby inform the buyer that without his written notice within this period we are entitled to scrap it at his expense. Delivery and repair of the delivery item shall be made in the event of unjustified notification of defects at the expense of the buyer.

10.17 Further liability for damages as provided for in the preceding paragraphs of Section 10 shall be excluded, regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from culpa in contrahendo, due to other breaches of duty or due to tort claims for compensation for material damage (in the application of German law within the meaning of § 823 BGB). This limitation also applies insofar as the purchaser requests replacement expenses instead of a claim for compensation for the damage. Further liability for fraudulent concealment of a defect remains unaffected.

10.18 The above regulations also apply to a breach of the duty of product observation. The normal service life of the products supplied by us is determined by the information given in the documentation and / or the supplementary documents.

10.19 The aforementioned limitations of liability also apply in terms of reason and amount to the benefit of our legal representatives, employees, employees, employees, sales agents and other vicarious agents.

#### 11. Software usage

If software is included in the scope of delivery, the buyer is granted a non-exclusive right to use the supplied software including its documentation. It is left for use on the intended delivery item. Use of the software on more than one system is prohibited. The purchaser may reproduce, revise, translate or convert the object code into the source code only to the extent permitted by law (§§ 69a ff UrhG).

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Am Fuchschlo 3

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Diana Werner

Banking account:  
VR-Bank Neckar Enz eG

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– Version / edition: July 2019 –

The buyer undertakes not to remove manufacturer information, in particular copyright notices, or to change them without our prior express consent. All other rights to the software and documentation, including copies, remain with us or the software supplier. Sublicensing is not permitted. The transfer is exceptionally permissible if the buyer proves a legitimate interest in the transfer to a third party by giving up his own use, especially in the case of sale of the entire facility.

#### 12. Industrial property rights and copyrights; deficiency in title

12.1 Unless otherwise agreed, the supplier is obliged to deliver the goods free of industrial property rights and copyrights of third parties (hereinafter referred to as property rights) only in the country of the place of delivery. If a third party raises legitimate claims against the customer due to the infringement of industrial property rights due to deliveries made by the supplier in accordance with the contract, the supplier shall be liable to the customer within the period specified in no. 10.14 as follows:

12.2 The Supplier shall, at its discretion, either obtain a right of use for the deliveries concerned at its own expense, modify them so that the property right is not violated, or exchange them. If this is not possible for the Supplier on reasonable terms, the Purchaser shall be entitled to the statutory right of withdrawal or reduction.

12.3 The obligation of the supplier to pay damages is based on No. 15

12.4 The above-mentioned obligations of the supplier exist only if the purchaser notifies the supplier of the claims asserted by the third party without delay, does not acknowledge an infringement and reserves the supplier all defensive measures and settlement negotiations. If the customer provides the use of the delivery for mitigation or other important reasons.

12.5 Claims of the purchaser are excluded insofar as he is responsible for the infringement of property rights.

12.6 Claims by the purchaser are also excluded if the violation of property rights is caused by special requirements of the purchaser, by an application not foreseeable by the supplier or by the purchaser changing the order or using it together with products not supplied by the supplier.

12.7 In the case of infringements of property rights, the claims of the purchaser also the provisions of No. 12. 4, 5 and 9 apply accordingly.

12.8 In case of other legal defects, the provisions of No. 12 apply accordingly.

12.9 Further claims or claims of the Purchaser against the Supplier and its vicarious agents other than those regulated in this Art. IX due to a legal defect are excluded.

#### 13. Copyright

We reserve the right of ownership and copyrights to illustrations, drawings, sketches, calculations and other documents sent to the buyer in the context of an offer and during the execution of the contract. This also applies to documents that are described as "personal" and / or "trustworthy". Such materials may not be used, reproduced or made available to third parties without our prior written consent, beyond the scope required for the performance of the contract. Upon request, they are to be released immediately.

#### 14. Unenforceability; contract adjustment

14.1 If the delivery is impossible, the customer is entitled to demand compensation, unless the supplier is not responsible for the impossibility. However, the claim for compensation of the purchaser is limited to 10% of the value of the part of the delivery which cannot be put to good use due to the impossibility. This restriction does not apply insofar as liability is mandatory in cases of intent, gross negligence or injury to life, limb or health; a change in the burden of proof to the detriment of the purchaser is not connected with this. The right of the customer to withdraw from the contract remains unaffected.

14.2 Insofar as unforeseeable events as defined in no. 3 substantially change the economic meaning or the content of the delivery or have a significant effect on the supplier's business, the contract shall be adjusted appropriately in good faith. Insofar as this is not economically justifiable, the supplier has the right to withdraw from the contract. If he wishes to make use of this right of withdrawal, he must notify the purchaser immediately after the realization of the significance of the event, even if an extension of the delivery time was agreed with the purchaser at the earliest.

#### 15. Other claims for Compensation

15.1 Compensation and reimbursement claims of the purchaser (hereinafter: claims for damages), for whatever legal reason, in particular for breach of duties arising from the obligation and from tort, are excluded.

15.2 This does not apply if liability is mandatory, for example, under the Product Liability Act, in cases of intent, gross negligence, injury to life, limb or health due to the breach of material contractual obligations. The claim for damages for the breach of essential contractual obligations, however, is limited to the contractually typical, foreseeable damage, unless there is intent or gross negligence or liability for injury to life, limb or health. A change in the burden of proof to the detriment of the ordering party is not connected with the above regulations

15.3 Insofar as the customer is entitled to claims for damages under this chapter, these shall become statute-barred on expiry of the statute of limitations applicable to claims for material defects in accordance with no. 10.14. For claims for damages according to the Product Liability Act, the statutory limitation provisions apply.

#### 16. Resignation from the contract

16.1 In the case of a reversal of the contract (e.g. by withdrawal of one of the contracting parties), the buyer is obliged to deliver the delivery item to us in advance. We are entitled to have the delivery item picked up from the buyer's premises.

16.2 In addition, we may demand reasonable compensation from Buyer for any deterioration, demise or otherwise impossible or impracticable release of the delivery item which is the responsibility or responsibility of Buyer. The amount of the reasonable compensation is calculated as the difference between the total price according to the order and the time value, as determined by sale proceeds or, if a sale is not possible, by appraisal of a sworn expert.

#### 17. Assignment

The assignment of rights and / or transfer of Buyer's obligations under this Agreement shall not be permitted without our prior written consent.

#### 18. Export and control regulations

18.1 The delivery items as well as any spare parts may be subject to the export control regulations of the Federal Republic of Germany or other states. In the case of a later export of the goods to foreign countries, the buyer is responsible for compliance with the local statutory provisions.

18.2 If, in the case of export of a delivery item, the Buyer does not provide the necessary proof of VAT exemption, he shall pay the locally applicable VAT rate.

#### 19. Choice of law, place of performance and place of jurisdiction

19.1 If the buyer is a merchant within the meaning of the legal provisions, as well as legal persons under public law and special funds under public law, our place of business is the place of jurisdiction. However, we are entitled to sue the buyer at his place of residence.

19.2 The law of the Federal Republic of Germany applies; the validity of the UN sales law is hereby excluded.

19.3 Unless otherwise stated in the order confirmation, our place of business is the place of performance.

19.4 Should individual provisions be or become ineffective or contain a gap, the remaining provisions remain unaffected.

This does not apply if the adherence to the contract would constitute an unreasonable hardship for a party.

**In case of any inconsistencies between the German and the English version of this general terms and conditions, the German version shall always prevail.**