

## General Terms and Conditions (GTC) for our deliveries and services

### 1. General information

1.1 These General Terms and Conditions shall apply to all our offers and contracts for deliveries and services, even if in the case of further business relations at a later date, reference is no longer expressly made to them.

1.2 Conflicting agreements and terms and conditions shall have no validity unless they are confirmed by us.

### 2. Offer and order placement

2.1 Our offers are subject to change. Subject to prior sale at all times.

2.2 Documents belonging to the offer (illustrations, drawings, dimensions, etc.) are only approximate unless they are expressly designated as binding. We reserve title and copyright to drawings and other documents.

2.3 An order shall be deemed to have been placed when our order confirmation is received by the customer. The content of this confirmation shall be decisive for the business transaction. In the case of immediate order placement, the receipt of the delivery note or the delivery bill or the invoice for the goods is valid as confirmation of the order.

### 3. Delivery, delay and impossibility

3.1 Delivery periods are only binding insofar as they have been expressly designated by us in the order confirmation as a fixed delivery date.

3.2 The delivery period begins with the date of the order confirmation. If data, approvals or other preliminary work are to be performed by the customer, the delivery period shall not commence until they have been received.

3.3 The delivery period shall be deemed to have been complied with if the delivery item has left the factory or warehouse or its readiness for dispatch has been notified.

3.4 The delivery period shall be extended appropriately in the event of force majeure, in particular in the event of industrial disputes, whether at our company or at our suppliers, as well as in the event of unforeseeable obstacles which lie outside our sphere of influence and do not affect the completion or delivery of the delivery item. We are also not responsible for these circumstances even if they occur during an already existing delay. Beginning and end of such obstacles shall be notified by us to the customer as soon as possible.

3.5 In the event of a breach of duty for which we are responsible, claims for damages on the part of the customer are excluded, unless they are based on intent or gross negligence. Otherwise, damages for delay shall be limited for each full week of the delay to 1/2% of the whole amount, in total but not more than 5% of the value of that part of the total delivery which is not in the possession of the client in time or in accordance with the contract as a result of the delay.

3.6 The risk shall pass to the customer upon dispatch of the delivery parts. This also applies even if partial deliveries are made or if the shipping costs have been assumed by us.

3.7 Partial deliveries are permitted without limitation.

3.8 In the event of an impossibility of performance for which we are responsible, claims for damages on the part of the customer are excluded, insofar as we are not guilty of intent or gross negligence. In this case claims for damages are limited to 5% of the undelivered value of the total delivery.

### 4. Payment

4.1 Payments are due according to the order confirmation. If the confirmation does not contain any agreement in this respect, payments shall be due within two weeks after receipt of the delivery by the customer. Payment shall be deemed made when we can dispose of it. In the case of cashless payment, the date of the credit note of our bank shall be decisive.

4.2 In the event of an agreed target sale of 30 days or more, the customer may claim a discount of 2 % for payment within 10 days. However, the granting of a discount is subject to the condition that the account of the customer does not show any due invoice amounts. Only the value of the goods without freight and insurance.

4.3 Settlement of invoices by check or bill of exchange shall only be made on account of performance and requires our consent. Discount, bill charges and costs shall be borne by the customer.

4.4 In the event of a substantial deterioration in the financial circumstances of the customer we are entitled to refuse our performance until payment or security has been provided. If our service has already been rendered, all our claims - even in the event of a deferral - shall become due immediately. This applies in particular in the event of default in payment, return of a check, protest of a bill of exchange, application for the opening of composition or bankruptcy proceedings.

4.5 Our invoices shall be deemed to be accepted if the customer does not object in writing within two weeks after the invoice date.

4.6 A right of retention of the purchaser from earlier or other transactions of the current business relationship is excluded. Offsetting with counterclaims shall only be permissible insofar as these have been acknowledged by us or have been legally established. The assignment of claims requires our written consent.

4.7 In the event of default in payment, we shall be entitled to demand payment from the buyer who is a merchant within the meaning of the Commercial Code, from the due date, and from the purchaser who is not a merchant, interest in the amount of 5 % above the base in accordance with § 1 of the Discount Rate Transition Act (Diskontsatzüberleitungsgesetz), in each case plus value added tax, without the need for proof of these credit costs. We reserve the right to assert further claims for damages.

### 5. Notice of defects, liability for defects and liability

5.1 We shall be liable for defects that are discovered within twelve months, in the case of shift operation within six months, from the date of delivery and notified to us immediately. Liability for defects shall be excluded for parts which, as a result of their material, the nature of their use, as a result of natural wear and tear, improper handling, excessive stress, as well as chemical, electrical or weather and natural influences, or which are subject to increased wear and tear.

5.2 In the event of defects in the delivery, we shall have the choice between free delivery of defective parts or their repair.

5.3 For third-party products, our liability shall be limited to the assignment of the liability claims to which we are entitled against the supplier of the third-party product.

5.4 In order to carry out all changes and supplementary performance which we deem necessary as well as for the delivery of spare parts, the customer shall, after consultation with us, give us the necessary time and opportunity. Otherwise the liability for defects shall lapse. Only in urgent cases of danger to operational safety and to avert disproportionately large damage, of which we must be informed immediately, and in the event of our delay, the customer shall have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary costs from us. Otherwise, the liability for defects shall lapse in the case of all interventions in the delivery item. The compensation for necessary costs is limited to 5 % of the invoice amount of the respective delivery item.

5.5 For the replacement part and the repair, the defects liability period shall be six months, unless the original warranty period is longer. The period for liability for defects shall be extended by the duration of the subsequent performance work caused by the interruption of operation.

5.6 The customer shall only be entitled to return the delivery item if the delivery item has performance guaranteed by us even after subsequent performance or replacement of parts. In the event of such a return, we shall pay back the purchase price.

5.7 The customer may withdraw from the contract if the overall performance becomes impossible for us before the transfer of risk. If we are in default of performance and the customer grants us a reasonable period of grace with the express declaration that he will refuse to accept the performance after the expiry of this period and we do not meet the period of grace, he shall also be entitled to withdraw from the contract. Finally, the customer has the right to withdraw from the contract if, within a reasonable period of grace, we have failed to repair or replacement delivery to remedy a justified defect within the meaning of the terms of delivery and this withdrawal has been threatened. With withdrawal, the purchase price is to be refunded. Any further claims of the customer, in particular a claim for compensation damages which have not occurred to the delivery item itself, are excluded, insofar as this is legally permissible.

### 6. Retention of title

6.1 The delivered goods shall remain our property until the purchase price has been paid and all claims arising from the business relationship and the claims still arising in connection with the object of purchase as goods subject to retention of title. If individual claims are included in a current invoice or

if a balance is acknowledged, this shall be recognized, this does not cancel the reservation of title. If payment of the purchase price is made by bill of exchange, the retention of title shall not expire until the bill of exchange has been honored by the purchaser as drawee. If the goods subject to retention of title are processed by the seller into a new, movable item, the processing is carried out for

us, without us being obligated from this. If the goods that do not belong to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods to the other goods at the

time of processing. If goods subject to retention of title are combined or mixed with goods not belonging to us pursuant to §§ 947, 948 BGB (German Civil Code), co-ownership shall arise in accordance with the statutory provisions. If the purchaser acquires sole ownership by combining, mixing or blending, he shall already now transfer co-ownership to us in proportion to the value of the

reserved goods to the other goods at the time of the combination, mixing or blending.

6.3 If goods subject to retention of title are sold by the customer alone or together with goods that do not belong to us, the customer hereby assigns to us the claims arising from the resale in the amount of the value of the goods subject to retention of title with all and rights of priority to us. We hereby accept the assignment. The value of the reserved goods shall be the invoice amount.

6.4 The customer shall not be entitled to pledge the goods subject to retention of title or as security. In the event of seizure or confiscation by third parties, the customer must hand over to us the documents necessary for the objection and the assertion of the reservation of title. The same shall apply in the event of compulsory enforcement measures by third parties against the claims.

6.5 If the client ceases to make payments, it shall file for bankruptcy, of judicial or extrajudicial composition proceedings, the right to resell, use or install the goods subject to retention of title and the authorization to collect assigned claims expires. The same applies in the case of a check or bill protest.

6.6 If the value of the securities granted exceeds the claim by more than 20 %, we are obliged to retransfer or release such securities at the discretion of the customer. Upon settlement of all claims arising from the existing business relationship, ownership of the title to the reserved goods and the assigned claim shall pass to the customer.

### 7. Further regulations

7.1 If the conditions for an agreement on the place of jurisdiction according to § 38 ZPO (German Code of Civil Procedure) exist, then place of jurisdiction for all claims of the contracting parties, also for actions on bills of exchange and cheques, Nuremberg.

7.2 Only the law of the Federal Republic of Germany shall apply. The application of the uniform purchase laws of 17.07.1983 is excluded.

7.3 Should a provision be invalid according to the ABG law or other legal norms the remaining parts shall not be affected thereby. In this case, the parties undertake to cooperate on a regulation which leads in a permissible way to the intended purpose.

Valid from March 2023  
DETE DR. TETTENBORN GMBH