



General Terms and Conditions of Delivery, Service and Payment (GTCP) of WÖHWA GmbH 01/2021

1. Scope of application and general provisions

- 1.1 These GTCP form the basis for all business transactions with our customers.
- 1.2 Any terms and conditions of the customer that are contrary to, supplementary to or deviate from our GTCP shall not be recognised. A separate objection is not required on our part. Our GTCP shall also apply if we effect the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our GTCP.
- 1.3 Our terms of delivery shall also apply to all future transactions with the customer, even if they are not expressly referred to again by us in subsequent transactions.
- 1.4 In some cases, provisions individually agreed with the customer (including ancillary agreements, supplements and revisions) have precedence before these GTCP. A written contract or our written confirmation shall be authoritative for the content of such agreements.

2. Offer, scope of delivery and conclusion of contract

- 2.1 Our offers are subject to change and the goods are subject to prior sale.
- 2.2 Contracts with us are only concluded with our written confirmation or through our delivery and performance. Our written order confirmation is decisive for the scope of our delivery and service.
- 2.3 Legally relevant declarations and notifications, which must be made to us by the customer after contract conclusion (time limits, notices of defects, cancellation or reduction notices), are required to be made in text form to be effective.
- 2.4 Our information on the object of the delivery or service, as well as our representations of the same (e.g. drawings and illustrations) are only approximately authoritative, unless the applicability for the contractually intended purpose requires exact conformity. They are not guaranteed procurement characteristics, but descriptions or identifications of the delivery or service.
- 2.5 We reserve all rights to our offer documents as well as to documents handed over within the scope of the contractual relationship.
- 2.6 The customer acknowledges our rights and shall not reproduce the documents, either as such or in terms of content, in whole or in part, make them accessible to third parties or use them outside the purpose for which they were handed over to him without our prior written authorisation.

3. Cooperation obligations of the customer

- 3.1 The customer shall draw our attention to the statutory, official and company safety and other regulations applicable at the destination of our delivery and service which relate to the delivery, assembly, operation and calibration.
- 3.2 The customer shall inform us with or without undue delay after their order of any special features of the place of installation which may affect the proper

functioning of the equipment, in particular the structural condition and the specific operating environment.

- 3.3 The customer shall ensure - also during the warranty period pursuant to Section 14.1 - regular and professional maintenance of the equipment delivered by us.
- 3.4 The customer shall dispose of the goods delivered by us on their own responsibility and at their own expense in accordance with the applicable regulations.

4. Place of performance; delivery period; partial delivery

- 4.1 Place of performance is Pfedelbach. We deliver ex works (EXW, Incoterms 2000).
- 4.2 Time limits and dates for deliveries and services promised by us shall always only apply if a fixed time limit or date has been expressly promised or agreed. An agreed delivery period shall commence as soon as the contract has been concluded and all of the customer's obligations to cooperate have been fulfilled, as well as any agreed down payment having been effected.
- 4.3 An agreed delivery period shall be deemed to be in compliance if, at the time of its expiry, the delivery has been completed in our works and made available for dispatch.
- 4.4 Our delivery times are extended:
 - a) Reasonably in accordance with the delay caused by the customer, if information required is not received for the execution of the order in time, or if the customer subsequently changes it and thus causes a delay in delivery, or
 - b) by the duration of the existence of impediments beyond our control.
- 4.5 The customer is entitled to request us to deliver four weeks after a non-binding delivery date or a non-binding delivery period has been exceeded. We shall be in default upon receipt of the request. Should the customer in addition wish to withdraw from the contract and/or claim damages in lieu of performance, the customer is obliged to set us a reasonable time limit for delivery after expiry of the 4-week period.
- 4.6 If we are unable to meet binding delivery time limits, the occurrence of our delay in delivery shall be determined in accordance with the agreements. In any case, however, a reminder with the setting of a reasonable grace period by the customer is required.
- 4.7 We are only entitled to make partial deliveries if the partial deliveries are usable for the customer within the scope of the contractual intended purpose, the delivery of the remaining ordered goods is ensured; and the customer incurs any significant additional expense as a result.

5. Transfer of risk, default of acceptance

- 5.1 The risk shall pass to the customer at the latest when the goods are handed over (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to effect the shipment. This shall also apply if partial deliveries are made or we have assumed other services (e.g. shipping or installation). If the shipment or handover is delayed due to a circumstance the cause of which lies with the customer,

the risk shall pass to the customer from the day on which we are ready to ship and have notified the customer accordingly.

- 5.2 If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the purchaser is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). The proof of damage and our legal claims remain unaffected.

6. Installation and assembly

Unless otherwise agreed upon in writing the following provisions shall apply for installation and assembly:

- 6.1 The customer bears the costs for and provides the following in a timely manner:
- all earthworks, construction work and other ancillary work outside the industry, including the skilled and unskilled labour, building materials and tools required for this purpose,
 - the commodities and materials required for assembly and commissioning, such as scaffolding, lifting equipment and other devices, fuels and lubricants,
 - energy and water at the point of use, including connections, heating and lighting,
 - at the assembly site for the storage of machine parts, apparatus, materials, tools, etc., sufficiently large, suitable, dry and lockable rooms and for the assembly personnel adequate working and recreation rooms, including sanitary facilities appropriate to the circumstances; the customer shall take the measures for the protection of the property of Wöhwa and the assembly personnel at the construction site which they would take for the protection of their own property,
 - protective clothing and protective devices required as a result of special circumstances at the assembly site.
- 6.2 prior to the start of the installation work, the customer shall provide the necessary information on the location of concealed electricity, gas, water lines or similar installations as well as the required statistical data without being requested to do so.
- 6.3 Prior to the commencement of assembly or installation, the materials and objects required for the commencement of the work are to be available at the assembly or installation site and all preparatory work is to have progressed to such an extent prior to the commencement of assembly or installation that the assembly or installation is able to commence as agreed and proceed without interruption.
- 6.4 If the installation, assembly or commissioning is delayed due to circumstances for which Wöhwa is not responsible, the customer shall bear the costs for waiting time and additionally required travel of the supplier or the assembly personnel to a reasonable extent.
- 6.5 The customer shall immediately certify and pay to the supplier on a weekly basis the duration of the working time of the installation personnel as well as the completion of the installation, assembly or commissioning.
- 6.6 Should Wöhwa demand acceptance of the delivery after completion, the customer shall carry this out within two weeks. If this is not done, the acceptance shall be deemed to be effected. Acceptance shall likewise be

deemed to have taken place when the delivery is put into use – if applicable after completion of an agreed test phase.

7. Acceptance

The customer is not entitled to refuse acceptance of deliveries due to insignificant defects.

8. Offsetting

- 8.1 Should Wöhwa have undertaken the installation or assembly and unless otherwise agreed, the customer shall bear, in addition to the agreed remuneration, all necessary ancillary costs such as travel and transport costs as well as allowances.
- 8.2 The customer is only entitled to offset such claims that are undisputed or have legally been established.

9. Prices and terms of payment

- 9.1 Prices are exclusive of VAT ex works (EXW, Incoterms 2000). All additional costs, such as costs for special packaging, insurance, transport, export, import, official permits and inspections shall be borne by the customer. No transport packaging and all other packaging in accordance with the Packaging Ordinance is returnable; it becomes the property of the purchaser, with the exception of pallets.
- 9.2 We shall only arrange insurance cover against transport damage at the express request of the customer and for the customer's account.
- 9.3 If the customer wishes us to install and assemble the goods, this shall be done at the customer's expense. Unless otherwise agreed, the costs of assembly are not included in the agreed price.
- 9.4 Payments are to be made by the customer within 30 days of the invoice date in euros by non-cash transfer to the bank account specified by us without deduction of discounts, expenses, taxes and fees of any kind. Bills of exchange are not accepted.
- 9.5 Upon expiry of the aforementioned payment time limit, the customer shall be in default. Interest is payable on the purchase price during the period of default at the respectively applicable rate of default interest. We reserve the right to assert further damage caused by delay.
- 9.6 The customer shall only be entitled to rights of set-off or retention to the extent that his claim has been legally established or is undisputed.
- 9.7 If, after conclusion of the contract, it becomes apparent that our claim to the purchase price is jeopardised by the customer's inability to pay, we are entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a time limit – to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we are entitled to declare rescission immediately; the statutory provisions on the dispensability of setting a time limit remain unaffected.
- 9.8 In objectively justified cases, we are entitled to demand a down payment from the customer of up to 70 % of the order value. An objective justification exists if we are obliged to produce in a customer-specific manner. The customer is obliged to provide advance performance in this respect. The down payment is due within 14 days after invoicing.

10. Retention of title

- 10.1 We retain title to the goods sold until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims). In the case of a current account, the reserved property shall be deemed security for our balance claim.
- 10.2 The customer is obliged to treat the goods with care. If maintenance and inspection work is required, the customer is required to effect such work at their own expense.
- 10.3 The customer is entitled to sell the goods subject to retention of title only in the ordinary course of their business and neither pledge them nor assign them by way of security. The purchaser shall notify us in writing if and to the extent that third parties seize the goods belonging to us. As security for our payment claims against the customer, the customer assigns to us all claims, including all ancillary rights, in the amount of the value of our delivery and service, which they acquire against their customer as a result of such a sale.
- 10.4 The processing or transformation of the goods subject to retention of title shall always be carried out for us as manufacturer by the customer. If these goods are combined with other objects not belonging to us, it is now already agreed that co-ownership of the new object shall pass to us in the ratio of the invoice value of the goods subject to retention of title to the other processed objects at the time of processing. In all other respects, the same shall apply to the item created by processing as to the goods delivered under reservation of title.

11. Software

- 11.1 Only the provisions and functional descriptions of the delivery contract shall apply to the delivery of non-embedded software.
- 11.2 If our deliveries include the provision of software, the customer shall acquire a non-exclusive, temporally and locally unlimited, non-sublicensable, non-transferable right of use to the software, limited to the respective number of computer installations or scales, internal operational purposes of the customer and to the purpose of the contract. Further restrictions of the right of use result from the accompanying documentation of the software. In all other respects, all rights are reserved.
- 11.3 The customer is obliged to install and use the software only in accordance with the accompanying documentation.
- 11.4 The foregoing provisions shall also apply to new versions, updates, upgrades and patches of the Software delivered by us in the future.

12. Legal regulations and/or standards Wöhwa are in compliance with relevant laws. Wöhwa will take appropriate steps to ensure their equipment complies with the standards and regulations that may apply to the purchaser's use of the products. However, Wöhwa's devices are used in many applications that are subject to legal regulations, and now and then these standards and

regulations are in contradiction. Wöhwa makes no representations or statements to the effect that its equipment complies with all laws, regulations, codes or standards unless expressly stated and agreed to in writing with an authorised representative. The purchaser is responsible for the proper installation, operation and calibration of the equipment in accordance with all applicable laws and regulations.

13. Intellectual property - Wöhwa transfers no (property) rights to patents, copyrights, trademarks, technologies, designs, specifications, plans or other intellectual property relating to the equipment, software and/or services to the purchaser. A deviating regulation requires the specific written consent of Wöhwa. Unless otherwise provided in an applicable agreement, the software licence rights granted are non-exclusive, not able to be sub-licensed, are non-transferable and are limited exclusively to use for the agreed purpose.

14. Warranty

- 14.1 Claims of the customer due to material defects and defects of title shall become statute-barred 12 months after the date of shipment.
- 14.2 The basis of our liability for defects is primarily the agreement reached on the quality of the goods. The product descriptions designated as such, which were provided to the purchaser prior to their order or were included in the contract in the same way as these GTCP, shall be deemed to be an agreement on the quality of the goods.
- 14.3 The purchaser's claims for defects presuppose that the purchaser fulfils their statutory obligations to examine the goods and give notice of defects (§§ 377, 381 HGB). If a defect becomes apparent during the inspection or later, we are to be notified of this immediately. Notification shall be deemed to be immediate if it is submitted within two weeks; timely dispatch of the notification shall suffice to comply with the time limit. Notification is required in writing. Irrespective of the aforementioned obligations to inspect and give notice of defects, the purchaser shall notify us of obvious defects (including wrong and short deliveries) within two weeks of delivery; timely dispatch of the notice of defects shall be sufficient to comply with the time limit. The notification is required in writing. If the purchaser fails to notify us of the defects as specified above, our liability for the defect not notified shall be excluded.
- 14.4 If the goods are defective, we shall initially be entitled and obliged to subsequent performance in accordance with § 437 No. 1 BGB. We are entitled to at least two attempts at subsequent performance in more complex cases. If the repair or replacement delivery finally fails, the customer is entitled to withdraw from the contract or reduce the purchase price in accordance with § 437 No. 2 BGB and claim damages in accordance with § 437 No. 3 BGB. Section 15 shall apply to claims for damages.
- 14.5 In the event of subsequent performance, we shall bear the expenses necessary for this, in particular, transport, travel, labour and material costs, insofar as these are not increased by the fact that the goods were taken to a place other than the place of performance. Additional costs incurred, in particular, because the customer resells the goods and redelivers them to

a place other than their registered business address shall be borne by the customer. Any additional working hours and travel expenses incurred as a result thereof shall be borne by the customer in accordance with our standard rates, insofar as the customer wishes the warranty work to be carried out on site.

- 14.6 Excluded from the warranty are used goods, consumables (e.g. rechargeable batteries, measuring rods), damage due to natural wear and tear, inadequate maintenance, disregard of operating equipment regulations, excessive stress, unsuitable operating equipment, chemical or electrolytic influences, defective construction and assembly work by third parties and other causes for which we are not responsible.
- 14.7 The warranty shall expire if the customer or third parties make changes or repairs to the goods delivered by us or the services provided by us without our prior written consent, unless the customer is able to prove that the defect is not attributable to changes or repairs.
- 14.8 Wöhwa is entitled to attempt to diagnose and remedy defects by telephone or electronically. Remote maintenance is possible for some units, in that problems are directly reported, are determined remotely and then rectified. If the customer contacts Wöhwa for warranty work, then the customer is required to follow the problem definition, remedy and method specified by Wöhwa. Wöhwa is entitled to demand that the part or the device be returned to its warehouse for rectification of the defect or determination of the problem. If Wöhwa considers that work is required on site, then the deployment of a service technician is arranged by agreement. If the customer notifies Wöhwa of a defect and demands work on site, although the defect is possible to remedy by remote maintenance, or if Wöhwa responds to the customer's notification of a defect and no defect is found for which Wöhwa is responsible, Wöhwa is entitled to remuneration for work performed and reimbursement of their costs incurred. Failure to install and use available means and equipment for remote connectivity for direct problem reporting, remote determination and resolution may result in increased response time and additional costs to the customer.

15. Liability

- 15.1 Irrespective of the legal grounds, we shall be liable without limitation in the event of intent and gross negligence as well as injury to life, limb and health.
- 15.2 In the event of a mildly negligent breach of material contractual obligations (obligations which are prerequisites for the proper performance of the contract and which the contractual partner regularly relies on and is entitled to rely on), our liability shall be limited to the foreseeable damage typical for the contract.
- 15.3 For the rest, our liability is excluded.
- 15.4 The above limitations of liability shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods. The same applies to claims of the purchaser under the Product Liability Act.

- 15.5 The personal liability of our legal representatives and vicarious agents is limited in the same way as our own liability in accordance with the above provisions.

16. Prohibition of assignment; subcontractors

- 16.1 The assignment of rights of the customer arising from contractual relationships with us shall require our prior consent in order to be effective. This shall not apply insofar as § 354 a HGB applies.
- 16.2 We are entitled to use third parties to fulfill our contractual obligations.

17. Jurisdiction; applicable law

- 17.1 The exclusive place of jurisdiction is Heilbronn, Federal Republic of Germany. However, we also have the right to appeal to the court with jurisdiction at the customer's registered office.
- 17.2 The legal relationship is subject to the substantive law of the Federal Republic of Germany to the exclusion of all international and supranational (contractual) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods.
- 17.3 Insofar as the contract or these GTCP contain omissions, those legally effective provisions shall be deemed agreed to fill these omissions which are defined in the current version of the General Terms and Conditions of Delivery and Payment and which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GTCP if they had been aware of the omission.

18. Binding nature of the contract

The contract shall remain valid in its other parts even if individual provisions are legally ineffective. This shall not apply if adherence to the contract would represent an undue hardship for a party.