

## I. Scope and Incorporation

- Our **T&C – International Business** shall only apply towards customers
  - with **registered offices** outside Germany
  - that are businesses in the sense of sections 14 and 310 of the German Civil Code and
  - shall apply exclusively.

Conflicting or deviating Conditions of our customer or other reservations made by our customer at the time of the formation of the contract shall be effective only if expressly agreed upon in written form.

2. Our **T&C apply** exclusively and also on all future contractual relations with our **customers**, even if not agreed upon their future applicability expressly.

## II. Commitment to Offers, Specifications, Deviations from Specifications

- We shall revoke our offers until their acceptance unless we designate them as binding.
- Product characteristics mentioned on our website, applicable catalogues or similar materials are not binding, unless such characteristics were agreed upon with the customer or the customer relies on them legitimately due to public utterance.
- Deviations from product characteristics agreed upon shall be deemed according to the contract if the deviation reasonably has to be accepted by the customer, or does not or not substantially reduce the suitability of the product for the contractually presupposed use, unless we represented the missing characteristic or could realize that it was of major importance for the customer, or its absence is endangering the sense of the agreement.

## III. Prices, Payment, Default of Payment, Right of Retention or Offset

- All prices are net prices, payable without any deduction or discount.
- If customer's default with the payment lasts longer than 30 calendar days, cheques or bills of exchange of the customer are protested, or a petition for insolvency proceedings is filed against customer, we shall be entitled to set due and payable the whole of the price of all goods bought or agreed to be bought by the customer, to retain all services ordered by the customer, and to demand return of any reserved goods or to collect them from the premises of the customer or third party areas and take possession of them.
- The customer shall not be entitled to any right of retention or refusal or offset of his counterclaims against our claims, unless the counterclaims the customer exercises retention or refusal for or sets them off against our claims are uncontested or res judicata.

## IV. Sketches, drafts, trial prints, and samples

will be charged if customer does not enter into a contract with us.

## V. Delivery, Delivery Date, Default of Delivery

- Deadlines for deliveries shall be deemed to have been met when the good or the work is de facto disposable for the customer.
- Deadlines for deliveries, work or services are agreed upon on the basis of our expected ability to perform and are subject to all facts, events and circumstances not attributable to us and not given at the time of the formation of contract. Such circumstances are especially force majeure, included (but not limited to) other unforeseeable events. Such circumstances lead to an extension of the delivery date, even if occurring during our default with delivery. In such case also an additional period of time, fixed by the customer for our delivery or service being executed, is extended by the duration of such circumstances.
- If we are in default of delivery or service for more than 12 weeks, customer may rescind the contract after fruitless expiration of a reasonable additional period of time fixed by customer. Periods of default are computed regardless of circumstances not attributable to us, such as mentioned in Para. V. 2.
- We reserve the right to rescind the contract in cases of a delaying of the delivery or service not attributable to us, lasting more than 12 weeks.
- Partial deliveries or services shall be acceptable, provided that we have a justified interest in these and these are acceptable to the customer, especially in cases of bottlenecks in our supply markets.

## VI. Retention of Title

- We retain title in materials, goods or works we are the owner of and that are meant to be assigned to the customer, prior to the receipt of all payments due from customer's business transactions with us, e.g. the agreed upon price or remuneration, included any subsidiary claims, all charges due on the redemption and/or clearance of drafts, bills of exchange, and/or cheques accepted in payment.
- If the value of the security provided to us (resp. retained by us) exceeds the value of the claims to be safeguarded by more than 20 per cent, we shall, at the customer's request, bring the excess coverage down to 20 per cent by releasing security of our own choice.
- We shall be notified without delay of any third-party seizure or other event affecting our property and customer has to give us reasonable support on our intervention. Customer has to bear the cost of such intervention having been successful but the costs could be not recoverable from the defendant and compulsory execution against the defendant being fruitless.
- Customer has no right of retention concerning any security.
- If the law in customer's country does not recognize retention of title, we shall be entitled to assert and claim all other available property rights in our materials, goods, or works, and, if necessary, customer has to assign such rights to us.

## VII. Packaging, Shipment and Passing of Risk

- Our consignments are dispatched in appropriate and specific packaging at the customer's cost. Our shipments will be made at our sole discretion, in the scope of the applicable professional standards and our route planning taken into consideration.
- The risk of loss and/or damage to material(s), goods or works supplied by us shall pass to the customer when the items are handed over to the transport person, the transport person's mandatory or other person we authorized, unless we deliver the items with our own employees or vehicles to the customer. Should shipment be delayed due to circumstances beyond our control, the risk shall pass to the customer upon notification of readiness for shipment. These provisions about passing of risk also apply on returns after correction of faults, repair works at customer's cost, and replacement delivery.

## VIII. Defect(s)

- Customer has to examine the items being delivered to him in the course of a sale without delay and notifies us in writing of any recognizable defects and shall, as far as possible with reasonable efforts, specify the defects found.
- Should we have undertaken to erect or construct a certain work or to bring about any other particular result between us and customer, customer has to accept such work or result after inspection on the agreed upon inspection and acceptance date if the work or result is substantially of the agreed upon quality. Should the customer not comply with this obligation, the work or result is deemed to be accepted 24 calendar days upon putting into service/operation. We reserve, however, our rights pursuant to section 641a of the German Civil Code and further legal rights. The same applies mutatis mutandis if the putting into service/operation does not occur due to reasons beyond the quality of the work or result.
- In case of a defect that does substantially reduce the suitability of the product, work or service for the contractually presupposed use at the time of handover or, in case of a work or other result, at the time of its acceptance; we may, at our discretion, repair or replace the delivered goods, erected work or produced result. However, if we are unwilling or unable to such repair, or if, due to reasons that may be attributed to us, such repair exceeds a reasonable period of time, or if replacement deliveries repeatedly fail to be satisfactory, the customer has the right to reduce the agreed upon price or remuneration pursuant to section 638 para 3 of the German Civil Code. The customer has, however, no right to withdraw from the contract (no rescission of contract), unless the matter of the contract is a "building work" in the sense of the German Civil Code.
- All rights of the customer pursuant to section 637 ("self-help") of the German Civil Code remain unaffected.
- Any further claims shall be excluded unless otherwise provided for under section IX.

## IX. Limited Liability

- We shall be liable for customer's damage, irrespective of the legal grounds there-for, **only** if such claims are based either on intent or gross negligence.
- Not included under the limitation of liability pursuant to section IX. 1. are claims for damages because of personal injuries, material damages, or damages due to breach of material contractual obligations ("cardinal obligations"). If our liability is not based on claims for damages that have been caused by us or our agents or servants, we are not liable for consequential damages, including, but not limited to lost profit. In any case of our liability, such liability is limited to the amount of the foreseeable damage typical to such contracts; additionally, our liability is limited to 50,000 EURO. If we are not liable, but, insofar hold claims against third persons, we will, on customer's request, assign our claims against such third persons to customer.
- Not included under the limitation of liability pursuant to this section are claims under the German Product Liability Act and any other mandatory statutory liability regulations as well as claims because of misrepresentation or lack of assured characteristics.

## X. Lump sum compensation for our damages

- Should customer have to accept our work or brought out particular result pursuant to VIII 2. of these TC but does not accept it negligently or intentionally, or do we rescind the contract due to reasons only customer is responsible for, customer is obliged to indemnify us.
- In such cases we may, at our sole discretion, demand up to 30 % of the agreed upon remuneration as a lump sum for our damages. However, our right to demand a higher amount upon the basis of sufficient evidence remains unaffected. Customer has the right to prove, that we have no damages or that the amount is lower than the lump sum we demanded.

## XI. Export, Re-Export, Representation of Eligibility of Receipt

The delivered items/erected works are intended to be used and remain in the state of delivery/erection. Any re-exportation from such state may be subject to approval of the competent authority and may only be performed in accordance with the Export Administration Regulations of such state. Customer warrants and represents that it is eligible to receive the contract items under the laws of the state of delivery and agrees to abide by any export or re-export restrictions imposed by such state.

## XII. Severability

The invalidity or non-enforceability of any part of the present TC and of any contract between the parties which refers thereto shall not affect the validity of the remaining terms and conditions thereof. Invalid or non-enforceable provisions have to be replaced by provisions, which - within the legally admissible - come economically as close as possible to the effect desired by the parties. The same applies to eventual flaws or loopholes.

## XIII. Place of Performance and Jurisdiction, Applicable Law Interpretation of Terms of Trade

- Place of performance for all our contractual obligations and place of jurisdiction for all disputes arising out of the contractual relationship is **D – 57518 Betzdorf / Koblenz, Germany**. We have the option to sue the customer at its general place of jurisdiction.
- German law – including German Private International Law - applies.

## XIV. Interpretation of Terms of Trade

Customary terms of trade shall be interpreted in accordance with the INCOTERMS 2020 current at the time.