

General Terms and Conditions of Sale, Delivery and Service of Zeuschel GmbH

§ 1 Scope of application, exclusion of third-party terms and conditions

- (1) All our offers, deliveries and services are based on these General Terms and Conditions (hereinafter referred to as "GTC"). The following terms and conditions shall only apply to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law (hereinafter referred to as the "Customer").
- (2) Our GTC shall apply exclusively. The applicability of other general terms and conditions is generally excluded unless we have expressly agreed to their application in writing.
- (3) Our GTC shall also apply if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our GTC.
- (4) Our GTC shall apply to future offers, deliveries and services to the customer in the event of an ongoing business relationship, even without further express reference.

§ 2 Conclusion of contract, scope of delivery and services, prohibition of assignment

- (1) Our offers are subject to change and non-binding, unless otherwise agreed in writing. Conclusions and agreements shall only become binding upon our written order confirmation or upon our delivery. The same applies to supplements, amendments or collateral agreements.
- (2) Orders placed by the customer are deemed to be a binding contractual offer in accordance with § 145 BGB.
- (3) Unless otherwise stated in the order, we are authorised to accept the order within three weeks.
- (4) Conclusions and agreements shall only become binding upon our written order confirmation or upon our delivery. The same applies to supplements, amendments or collateral agreements.
- (5) Unless expressly agreed otherwise, the contract shall be concluded subject to correct and timely delivery by our suppliers. This shall only apply in the event that we are not responsible for the non-delivery, in particular if a congruent hedging transaction has been concluded with our supplier. The customer shall be informed immediately of the non-availability of the service. Any payments already made will be refunded.
- (6) All information about products, in particular the illustrations, dimensional and performance data and other technical data contained in our offers and printed material, are approximate average values. We expressly reserve the right to make customary tolerances in quantities, weights, unit numbers and dimensions. We reserve the right to make technical changes.
- (7) Our written order confirmation or, if this is not available, our offer shall be decisive for the scope of the delivery and service.
- (8) Partial deliveries are permissible if this is reasonable for the customer.
- (9) Documents and records on which our offer is based, such as technical drawings, illustrations, descriptions, weights and dimensions, are only the subject of the contractual agreement if this has been expressly agreed in writing. We reserve the right to make such changes and adjustments that do not significantly impair the purpose of the contract and the delivery.
- (10) All offer documents, plans, drawings, cost estimates, documents and records - including in electronic form - shall remain our property and may not be retained, modified, copied or otherwise reproduced or made accessible to third parties by the customer and must be handed over immediately upon our request. All property rights to these documents in our favour shall remain in force even if we provide these documents to the customer. The customer is not authorised to use or pass on specimens, samples and models.
- (11) We reserve the right to make changes to the object of purchase during the delivery period, provided that the object of purchase and its appearance are not fundamentally changed and the contractual purpose of the delivery is not restricted in a way that is unreasonable for the customer.
- (12) The assignment of the customer's claims against us is only permitted with our express written consent. The same applies to legal claims of the customer in connection with the contractual relationship.

§ 3 Prices, terms of payment, advance payment, instalment payment

- (1) Unless otherwise agreed, the delivery shall be invoiced at our prices valid on the day of delivery. Our prices apply to deliveries "ex works", Incoterms 2020, and are net prices, plus applicable VAT. Additional costs such as freight, customs, applicable sales taxes, installation, any bank and transaction costs for payments as well as packaging costs shall be paid by the customer in addition, even if these are not expressly stated.
- (2) We are entitled to demand a reasonable advance payment upon conclusion of the contract.
- (3) Unless otherwise agreed in writing, we shall be entitled to adjust the prices and/or freight rates if our costs for wages and salaries, raw materials or operating materials, energy costs, freight costs and customs duties or other materials increase. This right also applies to deliveries and services from a continuing obligation.
- (4) Unless otherwise agreed, services that are not part of the agreed scope of delivery shall be performed on the basis of our current general price lists or additional/reduced price calculation.
- (5) Depending on the progress of the order, we may demand reasonable instalments for partial services already rendered.
- (6) All payments are to be made exclusively to us in EURO. Any exchange rate risks shall be borne by the customer.
- (7) Unless otherwise agreed, our invoices are payable immediately without deduction.
- (8) The customer shall be in default no later than 30 days after receipt of the invoice, unless other circumstances justifying default (e.g. a payment reminder or a shorter agreed payment period or a calendar-based payment period) have been agreed. From the time of default, the customer shall owe default interest at the statutory rate. In addition, in the event of default, we reserve the right to charge a flat-rate default fee of €40.00. Further contractual or statutory rights remain unaffected by this.
- (9) All payments shall be credited first to the costs, then to the interest and finally to the oldest principal claim, irrespective of any provisions of the customer to the contrary.
- (10) We shall only accept cheques and/or bills of exchange as a means of payment if we have previously agreed to such a method of payment in writing. All costs incurred by us from such a payment in this case shall be borne by the customer.
- (11) Offsetting against counterclaims of the customer is only permitted if the counterclaims are undisputed, legally established or recognised by us. Furthermore, the customer is authorised to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.
- (12) If payment terms are not complied with or circumstances become known or recognisable which, according to our dutiful commercial judgement, give rise to justified doubts about the creditworthiness of the customer, including such facts which already existed at the time of conclusion of the contract but which were not known to us or should have been known to us, we shall be entitled, without prejudice to further statutory rights in these cases, to suspend further work on current orders or deliveries and to demand advance payments or the provision of securities acceptable to us for outstanding deliveries and to withdraw from the contract after a reasonable grace period for the provision of such securities has expired without success - without prejudice to further statutory rights. The customer is obliged to compensate us for all damages arising from the non-execution of the contract.
- (13) If our customer defaults on payment, suspends payment or applies for the opening of insolvency proceedings in respect of the customer's assets, all our claims shall become due immediately. This shall also apply if payment terms have been agreed or if claims are not yet due for other reasons. Furthermore, this shall apply irrespective of the term of bills of exchange which we have accepted.

§ 4 Delivery periods

- (1) The delivery period shall be determined by the agreements between the contracting parties.
- (2) The agreed delivery period is a target delivery period, unless expressly agreed otherwise in writing. In the case of non-binding or approximate (e.g. approx., about) deadlines, we shall endeavour to meet them to the best of our ability.
- (3) The agreed delivery period shall commence at the earliest upon conclusion of the contract and shall be subject to the clarification of all commercial and technical issues. The commencement of the performance period is subject to the customer having provided all necessary documents or authorisations and having made any agreed advance payments and provided the necessary cooperation.
- (4) Compliance with the delivery deadline is subject to correct and timely delivery to us.
- (5) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the customer of this immediately and at the same time inform the customer of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any consideration already paid by the customer. Non-availability of the service exists, for example, in the event of late delivery by our suppliers, if we have concluded a congruent hedging transaction, in the event of other

disruptions in the supply chain, for example due to force majeure or if we are not obliged to procure in individual cases.

- (6) Unless otherwise agreed, delivery shall be "ex works", Incoterms 2020. The customer is obliged to collect the goods immediately after notification of readiness for dispatch.
- (7) In the case of delivery "ex works", Incoterms 2020, the delivery period shall be deemed to have been met if the purchased item is separated and ready for dispatch within the agreed period and this has been communicated to the customer. In the case of a sale by dispatch, the delivery deadline shall be deemed to have been met if the purchased item has been handed over to the forwarding agent within the agreed deadline or has been ready for handover and could not be handed over through no fault of our own.
- (8) Deliveries before expiry of the delivery period and partial deliveries are permissible, provided they are reasonable for the customer.
- (9) The rights of the customer pursuant to § 9 of these GTC and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent fulfilment), shall remain unaffected.

§ 5 Force majeure

- (1) Cases of force majeure, in particular, but not limited to, riot, strike, war, flood, lockout, fire, epidemics, pandemics, plagues, confiscation, boycott, legal or official orders and restrictions or incorrect or delayed delivery by our suppliers and other external, unforeseeable, extraordinary events, which cannot be prevented even by the utmost care and which affect us or our suppliers, make our delivery obligations unreasonably difficult or impossible and for which we are not responsible, shall extend the delivery obligations by the duration of the existence of the cases or events with a reasonable restart time, insofar as we cannot fulfil our delivery obligation despite reasonable measures.
- (2) The extension of the delivery and performance obligations in accordance with Subsection 1 above shall also apply if these cases or events occur at a time when we are in default.
- (3) If the delivery and performance obligations are extended to a reasonable period of time due to such cases or events in accordance with Subsection 1 above, each party shall be entitled to withdraw from the contract after expiry of these extended delivery and performance obligations. If the customer is interested in partial deliveries, the customer may also withdraw from the contract in part. If we have already provided partial deliveries and/or partial services, the customer may only withdraw from the entire contract if he can prove that he has no interest in a partial delivery and/or service on our part. Further statutory or contractual rights of cancellation shall remain unaffected by this.
- (4) The assertion of claims for damages by the customer in cases of the above Subsection 1 is excluded.

§ 6 Delivery, transfer of risk, acceptance, default of acceptance

- (1) Unless otherwise agreed in writing, delivery "ex works", Incoterms 2020, is agreed in each case.
- (2) The risk of accidental loss and accidental deterioration of the delivery items shall therefore pass to the customer upon notification of readiness for dispatch and separation of the purchased item. This shall also apply if we have assumed additional services such as loading, transport or unloading. If the dispatch of the items is delayed due to circumstances for which the customer is responsible, the risk of accidental loss shall pass to the customer when the goods are made available for dispatch and the customer is notified that the delivery is ready.
- (3) If a sale by dispatch has been agreed, the risk of accidental deterioration or accidental loss shall pass to the buyer at the latest when the delivery item is dispatched or handed over to the transport person ex works or place of dispatch. If the dispatch is delayed due to the buyer's behaviour, the risk shall pass to the customer upon notification of readiness for dispatch. § 6 Subsection 2 sentence 3 shall apply accordingly.
- (4) If we carry out the transport for the customer, we shall be responsible for the type and manner of packaging and dispatch of the items, unless otherwise agreed in writing.
- (5) In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance. If the customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- (6) If the customer is in default of acceptance, fails to co-operate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this we charge a lump sum compensation in the amount of 0.5 of the net price per calendar week up to a maximum total of 5% or 10% in the event of final non-acceptance beginning with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for dispatch.
- (7) Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, cancellation) shall remain unaffected in the cases of the above Subsection 6; however, the lump sum shall be offset against further monetary claims. The customer shall be entitled to prove that we have suffered no loss at all or only a significantly lower loss than the above lump sum.
- (8) If the requirements of the above Subsection 6 are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.
- (9) In the case of call-off orders, we may charge a storage fee of 0.75% of the net price with which the customer is in default of acceptance. Furthermore, after the expiry of six months from order confirmation, unless otherwise agreed, we may set a one-month grace period for acceptance and then invoice the goods or services not accepted and charge reasonable storage fees until acceptance. However, the customer reserves the right to prove that no damage or significantly less damage has been incurred as a result of his default of acceptance.
- (10) If the purchased goods are exported, the customer is obliged to procure all documents required for the export (e.g. export and customs authorisations, etc.) at his own expense. We are not liable for the legal admissibility of the export of the goods or their compliance with the legal and technical regulations of the importing country. Furthermore, we are not liable for ensuring that the goods comply with the technical standards in the importing country.

§ 7 Extended and expanded retention of title

- (1) We reserve title to all items delivered by us until full payment of all our claims against the customer arising from the business relationship, including such claims arising from cheques and bills of exchange. In the case of payments from cheques and bills of exchange, we reserve title to the delivered items until the risk of recourse has expired.
- (2) The customer undertakes to visibly label the contractual object subject to retention of title "owned by Zeuschel GmbH" at any time at our request and in the event of an application for insolvency.
- (3) The customer is obliged to treat the reserved goods with care; in particular, he is obliged to insure them adequately at his own expense against damage caused by fire, water and theft at replacement value. If maintenance and inspection work is required, the customer must carry this out in good time at his own expense.
- (4) If the customer processes the reserved goods, this shall be done for us as manufacturer within the meaning of § 950 BGB. If the goods delivered by us are processed or inseparably mixed with other items, we shall acquire co-ownership of the new items in proportion to the invoice value of the other goods used. The customer may further process the delivered goods in the ordinary course of business, provided that the aforementioned security interests are preserved.
- (5) The customer may resell the delivery items in the ordinary course of business as long as our retention of title to the items is preserved in accordance with Subsection 6 below. The customer is not permitted to transfer ownership, transfer by way of security, pledge or similar measures.
- (6) In the event of resale of the delivery items, the customer hereby assigns to us all claims against third parties arising from the resale. We hereby accept this assignment. If we are only co-owners of the sold goods, the assignment shall only be made up to the amount of our claims against the customer.
- (7) We revocably authorise the customer to collect the claims assigned to us for our account in his own name. This authorisation may only be revoked if the customer does not properly fulfil his obligations under this contract, in particular his payment obligations, becomes insolvent or unable to pay, has filed an application for the opening of insolvency proceedings or such an application has been rejected for lack of assets. In the event of revocation of the authorisation to collect our claims, the customer must inform the debtor of the assignment of the claim to us. We are also free to disclose the extended retention of title to the third party.
- (8) The customer's right to dispose of the goods subject to retention of title, to process them or to collect the assigned claims shall expire even without express cancellation if insolvency proceedings are opened against the customer's assets or rejected for lack of assets, if payments are suspended, if an application for the opening of insolvency proceedings is filed by the customer or a third party or in the event of insolvency or over-indebtedness. In these cases as well as in the cases of the above Subsection 7, we shall be entitled to withdraw

from the contract after the expiry of a reasonable period with the consequence that we may take back the goods subject to retention of title. The customer is obliged to hand over the reserved goods. The proceeds of any realisation of the reserved goods shall be credited to the customer - less the realisation costs - against his obligations to us.

- (9) In the event of revocation of the authorisation to collect the assigned claims, the customer shall be obliged to disclose to us immediately in writing the third parties against whom claims from assigned rights exist and in what amount.
- (10) If the securities provided to us exceed the claims to be secured by more than 20 per cent, we shall be obliged to release securities in an appropriate amount of our choice at the customer's request.
- (11) The customer must inform us immediately in writing if third parties gain access to the goods subject to retention of title, the assigned claims or other documents and records. All costs of legal defence of our reserved goods, including against third parties, shall be borne by the customer.

§ 8 Warranty and material defects

- (1) If the contractual relationship between us and the customer is a purchase contract or a contract for work and labour, we shall be liable for existing material defects of the delivery item in accordance with the following Subsections 2 to 16. In addition, the statutory provisions shall apply.
- (2) Warranty claims against us are only available to the direct purchaser and cannot be assigned without our consent.
- (3) Certain properties shall only be deemed to have been guaranteed by us if we have expressly confirmed this in writing. We shall only be deemed to have given a guarantee if we have designated a property as "guaranteed" in writing.
- (4) Furthermore, the customer's claims for defects presuppose that he has fulfilled his statutory inspection and notification obligations (§ 377 HGB). In the case of building materials and other goods intended for installation or other further processing, an inspection must always be carried out immediately prior to processing. If a defect is discovered during delivery, inspection or at any later point in time, we must be notified immediately in writing. In any case, obvious defects must be reported in writing within 3 working days of delivery and defects not recognisable during the inspection must be reported in writing within the same period from discovery. If the customer fails to carry out the proper inspection and/or report defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, the customer shall in particular have no claims for reimbursement of corresponding costs ("removal and installation costs"). § 6 Subsection 5 remains unaffected by this.
- (5) We must be given the opportunity to jointly determine the reported complaints.
- (6) Our warranty for material defects and defects of title is limited to subsequent fulfilment. Within the scope of our obligation of subsequent fulfilment, we are entitled to choose between repair or replacement delivery. If we do not fulfil this obligation within a reasonable period of time or if a rectification fails despite repeated attempts, the customer is entitled to reduce the purchase price or withdraw from the contract. Cancellation of the contract is excluded if there is only an insignificant defect. Furthermore, insofar as we have made defect-free partial deliveries, cancellation of the entire contract is only permissible if the customer's interest in the partial deliveries made has demonstrably ceased to exist. Claims, in particular claims for reimbursement of expenses or damages, shall only exist within the framework of the provisions of the following § 9. Replaced parts shall become our property or remain our property and shall be returned to us at our expense upon request.
- (7) Subsequent performance shall not include the removal, dismantling or uninstallation of the defective item or the installation, fitting or installation of a defect-free item if we were not originally obliged to perform these services; the customer's claims for reimbursement of corresponding costs ("dismantling and installation costs") shall remain unaffected.
- (8) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any dismantling and installation costs, in accordance with the statutory provisions and these GTC, if a defect actually exists. Otherwise, we may demand compensation from the customer for the costs arising from the unjustified request to remedy the defect if the customer knew or could have recognised that there was in fact no defect. The customer must pack the goods appropriately for transport.
- (9) The customer must give us the time and opportunity required for the rectification of defects or replacement delivery. Only in urgent cases where operational safety is jeopardised, to prevent disproportionately large damage or if we are in default of remedying the defect shall the customer have the right, after notifying us in advance, to remedy the defect itself or have it remedied by a third party and to demand reimbursement of the necessary costs from us. We must be notified immediately, if possible in advance, of any such self-remedy. The right of self-remedy shall not apply if we would be entitled to refuse a corresponding subsequent fulfilment in accordance with the statutory provisions.
- (10) The further processing or installation of goods supplied by us shall always be deemed to be a waiver of the notice of defects, insofar as the defect was recognisable.
- (11) In the event of justified notices of defects, payments by the customer may only be withheld to an extent that is in reasonable proportion to the material defects that have occurred. If the notice of defects is unjustified, we shall be entitled to demand compensation from the customer for the expenses incurred by us as a result.
- (12) Claims for defects shall not exist in the event of only insignificant deviations from the agreed or customary quality or usability, e.g. insignificant deviations in colour, dimensions and/or quality or performance characteristics of the products.
- (13) The acknowledgement of material defects must always be made in writing.
- (14) Our warranty does not extend to the suitability of the delivery item for the purpose intended by the customer, which deviates from the usual purpose, unless this has been agreed in writing.
- (15) Our warranty obligation only extends to the delivery of newly manufactured products. Unless otherwise agreed, used products are sold as is to the exclusion of any warranty.
- (16) Warranty claims are excluded in the following cases in particular: Unsuitable or improper use, incorrect application by the customer or third parties, wear and tear and natural abrasion, incorrect or negligent handling, mechanical, biological, chemical and comparable influences that do not correspond to the intended, average standard influences.
- (17) Claims of the customer for reimbursement of expenses pursuant to § 445a Subsection 1 BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c sentence 2, 327 Subsection 5, 327u BGB). The customer's claims for damages or reimbursement of futile expenses (§ 284 BGB) shall only exist in accordance with the following § 9, even if the goods are defective.
- (18) The customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of cancellation of the customer (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

§ 9 Liability

- (1) We shall only be liable for damages on whatever legal grounds,
- insofar as we, our legal representatives or vicarious agents are guilty of intent or gross negligence
 - in the event of culpable injury to life, limb or health
 - in the event of culpable breach of material contractual obligations
 - in the case of defects which we have fraudulently concealed or the absence of which we have guaranteed
 - insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used objects.
- We shall not be liable for any further claims for damages.
- (2) An essential contractual obligation is an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely.
- (3) However, in the event of culpable breach of material contractual obligations, our liability shall be limited to reasonably foreseeable damage typical of the contract.
- (4) The foreseeable damage typical of the contract shall be recognised in the amount of the contractual value of the service concerned.

§ 10 Software

- If software is included in the scope of delivery, we grant the customer a non-exclusive right to use the software supplied, including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.
- The customer may only reproduce, revise, translate or convert the software from the object code to the source code to the extent permitted by law. The customer undertakes neither to remove manufacturer's details - in particular copyright notices - nor to change them without our prior written consent.
- All other rights to the software and the documentation, including copies, shall remain with us or the software supplier. The granting of sub-licences is not permitted.

§ 11 Industrial property rights and defects of title

- Unless otherwise agreed, we are obliged to deliver only within the Federal Republic of Germany. Germany free of industrial property rights and copyrights of third parties (hereinafter collectively referred to as "property rights"). If a third party raises justified claims against the customer due to the infringement of industrial property rights by deliveries made by us and used in accordance with the contract, we shall be liable to the customer in accordance with the following Subsections 2 to 8
- We shall, at our discretion and at our expense, either obtain a right of use for the deliveries concerned, modify them in such a way that the property right is not infringed, or replace them. If this is not possible for us under reasonable conditions, the customer shall be entitled to the statutory rights of cancellation and reduction.
- Our obligation to pay damages is governed by § 9.
- The aforementioned obligations on our part shall only apply if the customer has informed us immediately in writing of the claims asserted by the third party, does not acknowledge an infringement and leaves all defence measures and settlement negotiations to our discretion. If the customer ceases to use the delivery in order to minimise damages or for other reasons, he is obliged to point out to the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.
- Claims by the customer are excluded if the customer is responsible for the infringement of property rights.
- Claims by the customer shall also be excluded if the infringement of property rights is caused by special specifications of the customer, by an application not foreseeable by us or by the fact that the delivery item has been modified by the customer or used together with products not supplied by us.
- In the event of other defects of title, the provisions of § 8 shall apply accordingly.
- Further or other claims of the customer against us than those regulated in this § 11 and in § 8 are excluded.

§ 12 Tools

- If and insofar as we manufacture customised products according to the customer's specifications, we shall only be liable for delivery in accordance with the customer's specifications.
- Unless the transfer of ownership of tools manufactured or procured by us specifically for the manufacture of the goods to be delivered to the customer has been expressly agreed, these tools shall remain our property. The customer shall not acquire any claim to the transfer of ownership of the tools themselves, even if the manufacturing costs for these tools have been paid in full.

§ 13 Installation and commissioning

- Insofar as installation and commissioning are the subject of the contract, the prices quoted for this are based on the assumption that a smooth installation process is guaranteed. If we incur additional expenses due to the circumstances listed below, these shall be invoiced to the customer at the then applicable installation rates, unless we are responsible for these circumstances:
 - Interruption of the installation, so that new arrivals and departures are necessary;
 - Interlinking with equipment that is not included in our scope of delivery;
 - Air and electrical supply to the facilities;
 - Waiting times;
 - necessary work to be carried out on site or by the customer and which cannot be completed on time or are executed incorrectly;
 - Unprepared or untidy workplace;
 - if delivery items cannot be unloaded at the installation site on time and as agreed;
- The customer shall provide additional labour (helpers) free of charge if this is necessary for installation and commissioning.

§ 14 Acceptance regulations for preliminary acceptance and final acceptance

- If a pre-acceptance at our factory has been agreed, this shall be carried out in consultation with the customer. The result of the preliminary acceptance is recorded in a preliminary acceptance report.
- If a pre-acceptance does not take place on time for reasons for which the customer is responsible, our internal acceptance report shall serve as the pre-acceptance report.
- Insofar as final acceptance has been agreed or is required under the applicable statutory provisions, the following provisions of this § 14 shall apply.
 - The final acceptance takes place in consultation with the customer on the customer's premises.
 - The customer is obliged to accept the services provided by us as soon as he has been notified of their completion and any contractually agreed testing has taken place.
 - If the customer discovers deviations from the specifications or the contractually agreed requirements during its inspection, it shall inform us of this immediately in text form. The notification should contain a sufficiently specific description of the deviation found to enable us to identify and rectify the deviation.
 - The customer cannot refuse final acceptance due to minor defects. Defects of this kind will be rectified by us within the scope of the warranty.
 - Significant defects shall be rectified by us as soon as possible and then presented to the customer for acceptance; the renewed acceptance test shall be limited to determining whether the deviation has been rectified. Insignificant deviations shall be recorded by the customer in writing in the acceptance declaration as a defect and remedied by us within the scope of the warranty.
 - If the customer refuses acceptance without justification or without giving reasons, we may set him a deadline of 14 days in writing to declare acceptance. Acceptance shall be deemed to have taken place if the customer does not accept the work within this period or specify in writing the significant defects identified by him.
 - In any case, the work result shall be deemed to have been accepted when the customer uses or could use it productively. From this point in time, the warranty period shall commence and we shall be entitled to payment of any outstanding balance.
 - The customer is not entitled to refuse final acceptance due to faults during final acceptance for which we are not responsible.
 - The customer shall provide the trained and qualified operating personnel required for final acceptance on time and free of charge.
 - Our liability for recognisable defects shall lapse upon final acceptance, unless the customer has reserved the right to assert a claim for a defect known to him.

§ 15 Statute of limitations

- Notwithstanding § 438 Subsection 1 No. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance. If partial acceptance has been agreed, the limitation period shall commence upon acceptance of the last service.
- If the goods are a building or an item that has been used for a building in accordance with its normal use and has caused its defectiveness (building material), the limitation period is 5 years from delivery in accordance with the statutory regulation (§ 438 Subsection 1 no. 2 BGB). Other special statutory provisions on the limitation period (in particular § 438 Subsection 1 No. 1, (3), § 444, 445b BGB) remain unaffected.
- The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. The customer's claims for damages pursuant to § 9 Subsection 1 lit. a) and b) above and pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

§ 16 Place of fulfilment, place of jurisdiction, applicable law, miscellaneous

- The place of fulfilment for all claims arising from the business relationship between us and the customer is at our registered office.
- The exclusive place of jurisdiction for all claims arising from the business relationship, including those arising from cheques and bills of exchange, shall be the place of performance, provided that the customer is a

merchant, a legal entity under public law or a special fund under public law. However, we are also entitled to take legal action against the customer at his general place of jurisdiction.

(3) The law of the Federal Republic of Germany shall apply exclusively to all disputes arising from contracts to which these GTC apply and all disputes arising from the business relationship between us and the customer. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and private international law is excluded.

§ 17 Final provisions

Should individual provisions of these GTC be wholly or partially invalid, this shall not affect the validity of the remaining provisions.

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