

## General terms and Conditions of Sale

These General Terms and Conditions of Sale apply exclusively in national and international business transactions with companies, legal entities under public law and special funds under public law.

### 1. Scope of application

- 1.1 The provisions of these General Conditions of Sale (hereafter referred to as "Conditions of Sale") apply to all deliveries of Sensor-Technik Wiedemann (hereafter referred to as "STW") to the purchaser, even if they are not expressly mentioned in later contracts.
- 1.2 Conflicting, additional or deviating terms and conditions laid down by the Purchaser will not become part of the contract unless STW has expressly agreed to their validity in writing. These Conditions of Sale also apply if STW, fully aware of the Purchaser's conflicting or deviating terms and conditions, makes a delivery to the Purchaser without any reservation.
- 1.3 Additional or deviating agreements to these conditions of sale, which are made between STW and the purchaser for the execution of a contract, must be laid down in writing in the contract.
- 1.4 Rights to which STW is entitled under the statutory provisions beyond these Conditions of Sale shall remain unaffected.

### 2. Conclusion of contract

- 2.1 Offers and quotations of STW do not constitute a contract and are of no contractual value, unless they are expressly designated as a binding offer.
- 2.2 Illustrations, drawings, indications of weight and measurements as well as other descriptions of the delivery or service in documents belonging to the offer are only approximately decisive, unless they are expressly designated as binding by written or electronic confirmation. They do not constitute an agreement or guarantee of a correlating quality of the delivery or service. In the event that the nominal condition of the delivery or service has been bindingly agreed with the purchaser, changes by STW shall remain admissible insofar as they are based on mandatory legal regulations and are reasonable for the purchaser. We reserve the right to change the design and shape of the goods, provided the changes are reasonable and not substantial for the purchaser. In the event of unreasonableness, the purchaser has the right to withdraw from the contract. Further claims are excluded.
- 2.3 The owed quality of the goods is conclusively agreed upon in the order and order confirmation.
- 2.4 An order shall only become binding when it has been confirmed by STW in a written order confirmation. Any confirmation of order created electronically, with does not bear a signature and name shall be deemed to constitute written form. STW's silence with regard to offers, orders, requests or other declarations of the purchaser shall only be deemed as consent if this has been expressly agreed upon in writing. Any obvious mistakes, typographical or calculation mistakes in the order confirmation will not binding upon STW.

### 3. Delivery, terms of delivery, delay

- 3.1 Unless stated otherwise, delivery shall be FCA (Sensor-Technik Wiedemann GmbH, Am Bärenwald 6, 87600 Kaufbeuren) Incoterms 2020 of ICC. On request and at the expense of the purchaser, the goods shall be dispatched to another destination (hereafter: "sale by dispatch"), whereas STW shall be entitled to determine the manner of dispatch. If required by the purchaser the goods shall be insured by a transport insurance against the risks specified by the purchaser at the cost of the purchaser.

- 3.2 STW's written order confirmation shall determine the scope of delivery. Changes to the scope of delivery as well as to the delivery item itself requested by the purchaser require a written confirmation by STW to be legally binding.
- 3.3 STW is entitled to carry out partial deliveries, if this is reasonable for the purchaser.
- 3.4 The agreement of delivery periods must be in writing. Delivery periods are not binding unless they are expressly stated as binding.
- 3.5 A delivery period starts with the dispatch of the confirmation of order by STW, however, not before the complete provision of any documents, permits and releases to be obtained by the purchaser, the receipt of an agreed down payment and the timely and proper fulfilment of any other cooperative acts by the purchaser.
- 3.6 Agreed delivery periods shall be deemed to have been observed if STW makes the goods available at the place of delivery before their expiry or - in the case of a sale of dispatch to a place other than the place of performance in accordance with clause 3.2- hands them over to the person designated to carry out the transport or the purchaser has announced his refusal of acceptance. Deliveries are subject to the prerequisite of a proper and timely delivery to STW itself.
- 3.7 If the non-compliance with the delivery periods is due to force majeure and other disturbances for which STW is not responsible, e.g. war, terrorist attacks, import and export restrictions, including those affecting STW's suppliers, the agreed delivery periods shall be extended by the duration of the hindrance. This shall also apply in the event of resource bottlenecks for which STW is not responsible so that the materials/resources necessary for the production of the goods cannot be procured or at least not in time as well as for industrial action affecting STW and its suppliers.
- 3.8 The purchaser shall only be entitled to withdraw from the contract due to a delay in delivery, if STW is responsible for the delay.
- 3.9 If STW is in default, the Purchaser may - provided that he can credibly demonstrate that he has suffered a loss therefrom - claim compensation for each completed week of the delay of 0.5 % each, but in no case more than a total of 2.5 % of the price of that part of the deliveries which could not be put to the intended use due to the delay. This compensation shall be credited toward a claim for damages.
- 3.10 Purchaser's claims for damages due to delayed Supplies as well as claims for damages in lieu of performance exceeding the limits specified in clause 3.9 shall be excluded in all cases of delayed Supplies even upon expiry of a deadline for delivery set for the Supplier. This shall not apply in cases of intent, gross negligence or injury to life, body or health. A change in the burden of proof to the detriment of the purchaser is not associated with the preceding provisions.
- 3.11 If the purchaser has concluded a framework agreement with STW for future deliveries with a fixed term and the purchaser does not call off the goods in time, STW shall be entitled, after the ineffective expiry of a reasonable grace period, to deliver and invoice the goods, to withdraw from the contract or, if the purchaser has acted culpably, to claim damages instead of performance.
- 3.12 As far as the goods have been handed over to the purchaser on Euro pallets or lattice boxes (load carriers), the purchaser shall hand over STW load carriers in the same number as well as of the same type and quality at the place of the original handover.

3.13 Notwithstanding the provision in clause 7.1, the purchaser shall be obliged to inspect the goods upon delivery for externally visible damage and to notify any damage to the transport company carrying out the delivery and to have a corresponding written confirmation issued. If the purchaser does not comply with this obligation, he is obliged to compensate STW for the resulting damages. The purchaser shall have the non-exclusive right to use standard software with the agreed performance characteristics in unchanged form on the agreed equipment. The purchaser may make one backup copy without explicit agreement.

#### 4. Transfer of Risks

- 4.1. The risk of accidental loss or accidental deterioration of the goods shall pass to the purchaser as soon as STW makes the goods available at the place of delivery in accordance with clause 3.1 sentence 1 or - in the case of a sale by dispatch in accordance with clause 3 sentence 2 - hands them over to the person designated to carry out the transport. This shall also apply if partial deliveries are made or, contrary to clause 3 sentence 2, STW has assumed the transport costs in individual cases.
- 4.2. If the purchaser is in default of acceptance, STW can demand compensation for the resulting damage as follows: Per day of delay 0.5% of the net price of the delivery, but in total not more than 5% of the net price of the delivery. The parties to the contract reserve the right to assert further damages and to prove that the damages are lower. The risk of accidental loss or accidental deterioration of the goods shall pass to the purchaser at the point in time at which he is in default of acceptance. The goods are deemed to have been delivered upon the occurrence of default of acceptance, in particular with regard to the warranty periods and the payment obligation.
- 4.3. Delivered goods are to be accepted by the purchaser without prejudice to his claims for defects, even if they have insignificant defects. The purchaser is also obliged to accept the goods if the goods made available show deviations in quantity of up to 5% or if the goods made available were delivered insignificantly too early.

#### 5. Price

- 5.1. The agreed price in EURO shall apply, as stated in the order confirmation, plus value added tax. The statutory value added tax is not included in the price and is shown separately in the invoice at the statutory rate applicable on the day of invoicing. The prices apply FCA (Sensor-Technik Wiedemann GmbH, Am Bärenwald 6, 87600 Kaufbeuren) Incoterms 2020 of the ICC and do not include packaging, freight, postage, insurance, customs and other shipping costs.
- 5.2. If the purchaser does not receive an order confirmation or if it does not contain any prices, the price list valid at the time of delivery shall apply.
- 5.3. If there are more than four months between the order confirmation and the delivery and if price increases occur during this period, in particular due to wage increases, increases in raw material costs, general price increases due to inflation or comparable circumstances, STW is entitled to charge a correspondingly higher price. This shall also apply if, after submission of the offer by STW, the order confirmation or after conclusion of a framework contract with fixed price agreement by STW, the raw material prices of the respective goods concerned or other significant cost factors such as in particular energy, wage, transport or insurance costs change significantly (i.e. by at least 10 %). STW is then entitled to a reasonable increase in prices to the extent that these are affected by the cost increase. In doing so, STW shall take into account the justified interests of the purchaser, in particular with regard to any obligations already entered into by the

purchaser to deliver the goods at a certain price. STW shall prove the price-changing factors to the purchaser on request. Deliveries of spare parts and returns of repaired goods shall be made, insofar as these are not covered by the liability for material defects, in exchange for the charging of an appropriate flat rate for shipping and packaging costs, which in case of doubt amounts to EUR 25.00, plus the remuneration for the service rendered by STW.

- 5.4. Contrary to § 195 BGB (German Civil Code), claims of STW for payment of the purchase price shall become time-barred after five years..

#### 6. Terms of Payment

- 6.1. Unless otherwise agreed in writing, all payments must be made within 30 days of the invoice date - but not before delivery - without any deductions.
- 6.2. A payment is deemed to have been made at the time when STW can dispose of the amount.
- 6.3. If the payment deadline is exceeded, STW is entitled to demand interest on arrears at a rate of 9 percentage points above the base rate (§ 247 BGB). STW reserves the right to claim further damages.
- 6.4. If the purchaser is in default of payment, STW is entitled to demand immediate payment for all claims arising from the business relations, even if they are not yet due.
- 6.5. Counterclaims of the purchaser shall only entitle him to offset and assert a right of retention if they have been legally established or are undisputed. The purchaser can only assert a right of retention if his counterclaim is based on the same contractual relationship.
- 6.6. STW is entitled to carry out or provide outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, circumstances become known which are likely to substantially reduce the creditworthiness of the purchaser and through which the payment of outstanding claims of STW by the purchaser from the respective contractual relationship is endangered. This shall apply accordingly if the purchaser refuses or fails to pay outstanding claims of STW and there are no undisputed or legally established objections to the claims of STW.

#### 7. Warranty

- 7.1. The purchaser's rights in respect of defects presuppose that he has complied with his statutory obligations to inspect and give notice of defects (§§ 377, 381 HGB), in particular that he has inspected the delivered goods immediately on receipt and has notified STW without delay in writing of obvious defects and deficiencies that were recognisable during such inspection. The purchaser shall notify STW in writing of hidden defects immediately after their discovery. The notification shall be deemed to be without delay within the meaning of sentence 1 if it is made within 8 working days, whereby the date of receipt of the notification by STW shall be decisive for compliance with the deadline. If the purchaser fails to carry out the proper inspection and/or notification of defects, the liability of STW for the defect is excluded. The purchaser shall describe the defects in writing when notifying STW.
- 7.2. If a notification of defects is unjustified, STW is entitled to demand reimbursement of the expenses incurred from the purchaser, unless the purchaser proves that he is not at fault with regard to the unjustified notification of defects.
- 7.3. Claims for subsequent performance are excluded in the case of minor deviations that are reasonable for the purchaser.
- 7.4. In the event of defects in the goods, STW is entitled at its own discretion to supplementary performance by remedying the defect or delivering goods free of defects.

- 7.5. If the goods are not at the place of delivery, the purchaser shall bear all additional costs incurred by STW as a result of this in remedying defects, unless the transfer to another location is in accordance with the contractual use.
- 7.6. Rights regarding defects do not exist
- with natural wear and tear;
  - in the case of defects that arise after the transfer of risk as a result of improper handling (e.g. not in accordance with the operating instructions), improper storage, or care or excessive strain or use;
  - in the case of defects which arise due to force majeure, special external influences which are not provided for under the contract, or due to the use of the goods outside of the use provided for under the contract or normal use.
- 7.7. STW is not liable for defects which are due to the fact that the purchaser demands processing or choice of material which deviates from the specifications of STW.

## 8. Liability

- 8.1 STW shall be liable without limitation - irrespective of the legal grounds - in case of breach of a guarantee or injury to life, body or health. The same applies to intent and gross negligence of organs and executives. The liability for simple vicarious agents (§ 278 BGB) is excluded to the extent permitted by law.
- 8.2 Subject to clause 8.1, STW shall only be liable for slight negligence if cardinal obligations are violated. Cardinal obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely.
- 8.3 In the event of non-compliance with a delivery deadline, the liability of STW shall be limited, subject to clause 8.1, to a maximum of 5% of the agreed net price for any damage incurred by the purchaser as a result of the delay. The contracting parties reserve the right to assert further damages and to prove that the damages are lower..

## 9. Statute of limitations

The limitation period for the purchaser's claims for defects is 12 months and begins with the delivery of the goods. The period of limitation shall also commence upon default of acceptance by the purchaser. It also applies to claims in tort based on a defect in the goods. The period of limitation shall not recommence through subsequent performance. In the cases according to clause 8.1, the statutory limitation period shall apply instead.

## 10. Retention of title

- 10.1 The property in the goods shall not pass to the purchaser until STW has received full payment.
- 10.2 Furthermore, STW shall remain the owner of the delivered goods until all claims arising from the business relationship between the purchaser and STW are paid.
- 10.3 The purchaser is obliged to treat the goods subject to retention of title (hereafter also referred to as "reserved goods") with care for the duration of the retention of title. In particular, he is obliged to insure the goods at his own expense against fire, water damage and theft sufficiently at replacement value. The purchaser hereby assigns to STW all claims for compensation arising from this insurance. STW hereby accepts the assignment. If an assignment should not be admissible, the purchaser hereby irrevocably instructs his insurer to make any payments only to STW. Further claims of STW remain unaffected. Upon request, the purchaser shall provide STW with evidence of the conclusion of the insurance.
- 10.4 If the reserved goods are combined with other items not belonging to STW to form a uniform item, STW shall acquire co-ownership of the uniform item in the ratio of the value of the reserved goods (final invoice amount

including VAT) to the other items at the time of combination. If the goods subject to retention of title are combined with other items in such a way that the item of the ordering party is to be regarded as the main item, the ordering party shall already now transfer to STW proportionate co-ownership of this item. STW accepts this transfer. The provisions of this clause 10.4 shall apply accordingly if the reserved goods are mixed or processed with other items.

- 10.5 The purchaser is revocably entitled to sell the reserved goods in the proper course of business. The purchaser is not entitled to pledge the reserved goods, to assign them as security or to make any other dispositions that endanger the property of STW. In the event of seizure or other interventions by third parties, the purchaser must inform STW immediately in writing and provide all necessary information, inform the third party of STW's ownership rights and cooperate in the measures taken by STW to protect the reserved goods.
- 10.6 The purchaser hereby already assigns to STW the claims from the resale of the reserved goods in the amount of the invoice amount including VAT with all ancillary rights. STW accepts this assignment already now. If the reserved goods are sold together with other goods not supplied by STW, the claim from the resale shall be assigned in the ratio of the value of the reserved goods (final invoice amount including VAT) to the other goods sold. If an assignment is not permitted, the purchaser hereby irrevocably instructs the third-party debtor to make any payments only to STW.
- 10.7 The purchaser is revocably authorised to collect the claims assigned to STW in trust for STW in its own name. The right of STW to collect these claims itself is not affected by this. However, STW shall not assert the claims and shall not revoke the direct debit authorisation as long as the purchaser duly meets his payment obligations. However, if the purchaser behaves contrary to the contract - in particular in case of default of payment - the purchaser shall notify the supplier of the assigned claims and the respective debtors, inform the respective debtors of the assignment and hand over to STW all documents and provide all information required by STW to assert the claims.
- 10.8 STW can revoke the authorisation of the purchaser to resell as well as the collection authorisation if the purchaser does not properly fulfil his payment obligations towards STW, is in default of payment, stops his payments or if the opening of insolvency proceedings on the assets of the purchaser is applied for.
- 10.9 STW shall be obliged to release existing securities on request of the purchaser to the extent that the realisable value of the securities, taking into account customary bank valuation discounts, exceeds the claims of STW from the business relations with the purchaser by more than 10%. The selection of the securities to be released is incumbent on STW .
- 10.10 In the case of deliveries of goods to other legal systems in which the reservation of title under this clause 10 is not legally effective, the purchaser hereby grants STW a corresponding security interest. If further measures are necessary for this purpose, the purchaser shall do everything to grant STW such security interest without delay. The purchaser shall cooperate in all measures which are necessary and beneficial for the effectiveness and enforceability of such security interest.

## **11. Withdrawal**

- 11.1 If the purchaser acts in breach of contract, in particular in the event of default in payment, STW shall be entitled, without prejudice to other contractual and statutory rights, to withdraw from the contract after expiry of a reasonable period of grace.
- 11.2 The purchaser must grant STW or its representatives immediate access to the items subject to retention of title after declaration of the withdrawal and surrender them. After notification with a reasonable period of notice, STW is entitled to utilize the reserved goods otherwise to satisfy the due claims against the purchaser. The earnings from the disposal - less reasonable disposal costs - shall be offset against the accounts payable by the purchaser.
- 11.3 Legal rights and claims are not restricted by the provisions contained in this clause 0.

## **12. Confidentiality**

- 12.1 The purchaser is obliged to maintain secrecy for an unlimited period of time regarding for all information provided by STW which are designated as confidential or are identifiable as business or trade secrets according to the other circumstances, and to neither record it nor pass it on or exploit it.
- 12.2 The purchaser shall ensure by suitable contractual agreements with the employees and agents working for him that they also refrain for an unlimited period from any own exploitation, disclosure or unauthorised recording of such business and trade secrets.
- 12.3 STW reserves all rights, in particular ownership and copyright, to all documents, illustrations, drawings, specifications, samples etc. which might be made available to the purchaser. The purchaser may only use them within the scope of the contractually foreseen purpose. They shall be treated in strict confidence and may not be made available to third parties without the prior written consent of STW.

## **13. Data protection notice**

We collect, process and use your personal data, in particular your contact data for processing your order, including your e-mail address if you provide it to us. To check your creditworthiness, we can use information (e.g. a so-called score value) from external service providers to help us make a decision and make the payment method dependent on this. This information also includes information about your address.

## **14. Choice of law, place of Jurisdiction, miscellaneous clauses**

- 14.1 The legal relations between the purchaser and STW shall be governed in accordance with the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 14.2 Exclusive place of jurisdiction for all claims arising from the business relationship is the place of business of STW. STW is also entitled to file an action at the place of business of the purchaser as well as at any other admissible place of jurisdiction.
- 14.3 The transfer of rights and obligations of the purchaser to third parties is only possible with the written consent of STW.
- 14.4 Place of performance for all services of the purchaser and of STW is the place of business of STW.