

## **General Terms of Sales and Delivery**

(valid from December 15<sup>th</sup>, 2024)

### **1. General Provisions**

- 1.1 All deliveries and services are based on these terms and conditions and any individual contractual agreements. Deviating terms and conditions of purchase of the Buyer shall not become part of the contract, even upon acceptance of the order.
- 1.2 F. & M. LAUTENSCHLÄGER GmbH & Co. KG (= Lautenschläger) reserves all property and copy rights of samples, cost estimates, quotations, reports, studies, drawings and similar information of physical and immaterial or electronic nature; they must not be displayed to third parties. The provision of the aforementioned objects and documents does not imply a transfer of rights or the granting of a license for use.
- 1.3 Lautenschläger will reveal confidential information and documents of the Buyer to third parties only with approval of the Buyer.

### **2. Quotations and Order Acceptance**

- 2.1 Unless expressly stated otherwise, quotations provided by Lautenschläger are non-binding and subject to change.
- 2.2 If not explicitly stated as binding, any illustrations, drawings, indications of dimensions, weight, volume, capacity and consumption figures are proximate indications. The agreement of a guarantee requires the written form to be effective. Lautenschläger reserves the right to make changes in the design, dimensions and weights of the delivery item if reasonable for the Buyer on objective assessment of all circumstances.
- 2.3 If changes in the contractual obligations arise after the submission of a quotation due to new or changed legal regulations or new demands by authorities and/or testing bodies, the contract must be adapted, considering the interests of both parties.
- 2.4 Orders are only deemed to be accepted if Lautenschläger has confirmed the order in writing. The same applies to additional or side agreements and change or supplementary orders.

### **3. Prices**

- 3.1 Unless otherwise agreed, Lautenschläger's prices are ex works (EXW, Incoterms 2010), unpacked. They do not include value added tax or other local taxes applicable at the time of providing delivery or services. The prices quoted by Lautenschläger in the order confirmation are decisive.
- 3.2 Unless otherwise agreed, installation and other services shall be performed based on the currently valid "Supplementary Conditions for Installation, Commissioning and other Services", available at: [www.lautenschlaeger.net/2024-12-EB-S-CB](http://www.lautenschlaeger.net/2024-12-EB-S-CB).
- 3.3 All additional costs such as packaging, insurance, shipping, permits and certifications as well as all types of taxes, custom duties, charges and fees shall be borne by the Buyer. If Lautenschläger is required to pay such charges, the Buyer shall reimburse Lautenschläger for these expenses.

### **4. Payment**

- 4.1 Payment is to be made net cash within 14 calendar days of receipt of the invoice. Payments, including payments made by bill of exchange or check, are only deemed to have been made when Lautenschläger can finally dispose freely of the invoice amount, plus all ancillary claims, after deduction of all costs incurred, and is released from any liability for bills of exchange.
- 4.2 If the order value is higher than 5,000.00 € the following payment terms are valid: 50% after receipt of the order confirmation with final payment on readiness for dispatch. If delivery and installation are to be carried out by Lautenschläger: 50% after receipt of the order confirmation, 40% upon notification of readiness for dispatch, the remainder after installation has been completed, all payments plus VAT valid at the date of performance. Payments for partial deliveries are made accordingly.
- 4.3 If payment is delayed, Lautenschläger is entitled to charge interest on arrears at a rate of 9% above the respective base interest rate of the ECB. In addition, Lautenschläger is entitled to claim additional damages if it can be proven that such damages are higher.
- 4.4 If payments are delayed or if Lautenschläger's receivables are endangered by a deterioration in the Buyer's creditworthiness, Lautenschläger is entitled to make receivables due or to demand adequate securities. Lautenschläger is also entitled to perform outstanding deliveries and services only against advance payment or against the provision of securities, without being in default.
- 4.5 The Buyer has no right of retention with respect to Lautenschläger's receivables. The Buyer may only set off receivables against

Lautenschläger if his counterclaim is undisputed and established by law.

### **5. Delivery Period**

- 5.1 The delivery and performance periods shall commence on the date of the order confirmation, but not before the complete technical clarification of the order, receipt of down payments and securities due and the receipt of all information, documents and releases to be provided by the Buyer. Compliance with the delivery time is subject to correct and punctual supply by Lautenschläger's sub-suppliers.
- 5.2 The delivery period shall be deemed to have been observed if the delivery item has left the factory of Lautenschläger or readiness for dispatch has been notified by the end of the delivery period. As far as a factory acceptance must take place, the factory acceptance date is decisive - except in case of justified refusal of acceptance - alternatively the notification of the readiness for factory acceptance. If, through no fault of Lautenschläger, the factory acceptance test is not carried out in a timely manner or is incomplete, the delivery item shall be deemed accepted upon expiration of the 10th working day after notification of readiness for factory acceptance.
- 5.3 If dispatch or factory acceptance of the delivery item is delayed for reasons for which the Buyer is responsible, the Buyer shall be charged the costs incurred because of the delay, starting one week after notification of readiness for dispatch or factory acceptance.
- 5.4 Partial deliveries or partial services are permitted if Lautenschläger has a legitimate interest in them and they are reasonable for the Buyer. A consumer's possible right of rescission shall remain unaffected by sentence 1.
- 5.5 Force majeure, governmental requirements and other circumstances beyond Lautenschläger's control, such as operational disruptions, labor disputes, fire damage in Lautenschläger's own factory or at sub-suppliers, shall release Lautenschläger from its obligation to deliver for the duration of their effects, and shall reasonably extend the agreed delivery periods. Lautenschläger shall inform the Buyer of the beginning and end of such circumstances as soon as possible.
- 5.6 If the deliveries and services are culpably not provided on time, the Buyer may withdraw from the contract if the delivery and service deadline is significantly exceeded, after having granted Lautenschläger a reasonable grace period in writing, without success.
- 5.7 Claims for damages due to delay or impossibility or inability to perform, for which Lautenschläger is responsible, are limited to 0.5% per expired calendar week, but in total to a maximum of 5% of the value of that part of the total delivery that cannot be used on time or in accordance with the contract due to the delay for which Lautenschläger is responsible.

### **6. Acceptance**

- 6.1 If acceptance has been agreed upon, it must be carried out immediately after notification of readiness for acceptance.
- 6.2 If special properties of the delivery item have been agreed upon, or if Lautenschläger requests, the Buyer shall be obliged to carry out acceptance. This shall also apply to self-contained partial deliveries and/or services.
- 6.3 If the acceptance does not take place on time or not completely, and Lautenschläger is not responsible for the delay, the delivery item shall be deemed to have been accepted at the end of the 10th working day after notification of readiness for acceptance. The effect of an acceptance shall in any case also occur if the delivery item is put into operation by the Buyer.
- 6.4 The Buyer shall create the conditions necessary for the acceptance procedure. Apart from Lautenschläger's personnel cost, the Buyer shall bear all costs associated with the acceptance.
- 6.5 The Buyer may not refuse acceptance due to insignificant defects, notwithstanding his rights under Clause 9.

### **7. Retention of Title**

- 7.1 Lautenschläger reserves ownership of the delivery item until receipt of all payments, including subsidiary debts. The retention of title applies until all other claims arising from the business relationship with Lautenschläger have been settled (balance settlement).

Lautenschläger is entitled to insure the delivery item against theft, breakage, fire, water and other damage at the expense of the Buyer, provided that the Buyer has not demonstrably taken out the insurance himself.

In the event of breach of contract by the Buyer, especially in the case of default of payment, Lautenschläger is entitled, after issuing a reminder, to take back the delivery item, and the Buyer is obliged to surrender it.

The assertion of the reservation of title and the seizure of the delivery item by Lautenschläger shall not be deemed a withdrawal from the contract.

An application to open insolvency proceedings entitles Lautenschläger to withdraw from the contract and demand the immediate return of the delivery item.

7.2 If payments are made in whole or in part against sureties or guarantees, the reservation of title shall not expire until the corresponding documents have been returned.

7.3 Any processing or transformation of the delivery item by the Buyer or by third parties is deemed to have been produced for Lautenschläger, and Lautenschläger remains the owner.

If the delivery item is processed into a new item with other items not belonging to Lautenschläger, Lautenschläger acquires co-ownership of the new item. The co-ownership share is measured according to the value of the delivery item in proportion to the value of the other processed or transformed items at the time of processing or transformation.

If the Buyer combines or mixes the delivery item to a uniform item and if one of the other items is to be regarded as the main item, Lautenschläger is entitled to proportional ownership of the resulting item. The co-ownership share is measured according to the value of the delivery item in proportion to the value of the other combined or mixed items at the time of the combination or mixing. The Buyer already now assigns this co-ownership to Lautenschläger, whereby Lautenschläger already now accepts the assignment.

7.4 The Buyer assigns to Lautenschläger already now the claims against third parties arising from the resale of the delivery item with all subsidiary rights as security. Lautenschläger accepts this assignment. The Buyer is obliged to reserve the ownership of the delivery item towards his customers until the purchase price has been paid in full. Other disposals, in particular pledging or security assignment, are not permitted to the Buyer. The Buyer's right to resell shall expire in the event of cessation of payments, the opening or filing of insolvency proceedings or the initiation of an out-of-court settlement.

7.5 The Buyer is entitled to collect the claims from the extended retention of title if he fulfils his contractual obligations. In case of default of payment of the Buyer or in case of a substantial deterioration of the financial circumstances of the Buyer, Lautenschläger is authorized to inform the Buyer's customers of the assignment and to collect the claims itself. The Buyer is obliged to provide Lautenschläger upon request with an exact list of the debts to the Buyer with the names and addresses of his customers, the amount of the individual claim, invoice date etc. and to provide Lautenschläger with all information necessary for the assertion of the assigned claims and to allow this information to be checked.

7.6 The Buyer must immediately notify Lautenschläger in writing of any third-party access to the delivery item to which Lautenschläger has title or co-ownership, in particular a seizure, confiscation, execution of the delivery item and Lautenschläger's claims or their dispositions, the Buyer must notify Lautenschläger immediately in writing and provide the information and documents necessary for its defense.

7.7 The Buyer must store the goods subject to retention of title in a protected manner, insure them at his own expense at replacement value against loss and risk, and assign all claims arising from them to Lautenschläger upon request.

## 8. Dispatch

8.1 The risk shall pass to the Buyer when the delivery item is ready for shipment, even if partial deliveries are made or Lautenschläger provides additional services, e.g. shipping costs or delivery and installation.

8.2 If dispatch or acceptance is delayed or fails to take place due to circumstances for which Lautenschläger is not responsible, the risk shall pass to the Buyer on the day of notification of readiness

for dispatch or acceptance. In this case, Lautenschläger will insure the delivery items at the request and expense of the Buyer. The Buyer shall bear the costs for storage at a flat rate of 1% of the contract price per month.

8.3 Delivered items, even if they have defects or damage, are to be accepted by the Buyer without prejudice to the rights under Section 9. Transport damage must be certified by the carrier. Defects and damage that are recognizable during proper inspection must be reported in writing immediately after receipt of the delivery item, other defects immediately after their discovery.

## 9. Warranty

9.1 No liability shall be assumed in particular in case of defects due to unsuitable or improper use, usage of unsuitable operating materials, repairs carried out without Lautenschläger's consent, natural wear and tear or force majeure.

9.2 In the event of a material defect, Lautenschläger is obliged, at its discretion, to repair the defective part or to replace it. Lautenschläger shall bear - insofar as the complaint turns out to be justified - the direct costs of rectification or replacement delivery including dispatch. In addition, Lautenschläger shall bear any necessary installation and dismantling costs, insofar as this was the subject of the original service, as well as the costs of any necessary provision of the necessary workforce, including travel costs, insofar as this does not place a disproportionate burden on Lautenschläger.

If the Buyer or a third party carries out improper repairs, Lautenschläger shall not be liable for the resulting consequences. The same shall apply to modifications to the delivery item carried out without the prior consent of Lautenschläger.

In the event of repeated failure of replacement delivery or repair, the Buyer shall be entitled to withdraw from the contract or to reduce the purchase price. Beyond this, Lautenschläger is only liable in accordance with Section 10.

9.3 The warranty expires 12 months after delivery or, if an acceptance is to take place, after acceptance. If the delivery or the acceptance is delayed through no fault of Lautenschläger, the warranty expires 15 months after notification of readiness for dispatch. For replacement parts and rectifications, the warranty expires 12 months after completion of the measure, at the latest 15 months after the start of the original warranty obligation.

## 10. Liability

10.1 If the delivery item cannot be used by the Buyer in accordance with the contract due to culpably omitted or incorrect proposals or advice, before or after the contract was signed, or because of other contractual ancillary obligations - in particular instructions for operation and maintenance of the delivery item - the provisions of clause 9 shall apply, excluding further claims of the Buyer.

Claims for damages due to the loss of recorded EDP data are excluded, even during the warranty period. The Buyer shall be responsible for backing up the EDP data himself, even if this requires equipment that is not included in the scope of delivery.

10.2 The Supplier shall only be liable - for whatever legal reasons - for damage which has not occurred to the delivery item itself:

- a. in case of intent,
- b. in the event of gross negligence on the part of the owner or executive employees,
- c. in the event of culpable injury to life, body or health,
- d. in the case of defects which he maliciously concealed,
- e. within the framework of a guarantee promise,
- f. in the event of defects in the delivery item, insofar as liability exists under the product liability law, for personal injury or property damage to privately used items.

10.3 In the event of culpable violation of essential contractual obligations, Lautenschläger shall also be liable for gross negligence of non-executive employees and in the case of slight negligence, in the latter case limited to reasonably foreseeable damage. Further claims are excluded.

10.4 Claims due to damage not occurring to the delivery item or service itself or due to tort shall become invalid one year after expiry of the warranty period. The statutory periods shall apply for intentional or malicious conduct and for claims under the product liability law.

## 11. Termination of Contract

- 11.1 Lautenschläger may withdraw from the contract in whole or in part if unforeseen, serious circumstances or events occur that have a drastic effect on our business or make it impossible for us to execute the order. Claims for damages, regardless of their legal basis, are excluded.
- 11.2 If Lautenschläger takes back goods, that have been delivered in accordance with the contract, as a gesture of goodwill, Lautenschläger is entitled to deduct administrative expenses incurred and loss of value due to temporary usage when crediting the value of the goods.

## 12. Deliveries and Services by Third Parties

Lautenschläger may also have its delivery and service obligations performed by third parties, without affecting the Buyer's rights and obligations against Lautenschläger.

## 13. Software

Insofar as software is included in the scope of delivery, the Buyer is granted 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 Buyer may only copy, revise, translate or convert the software from the object code to the source code to the extent permitted by law (§§ 69 ff. UrhG [Copyright Act]).

The Buyer undertakes not to remove manufacturer's information, in particular copyright notices, or to change them without Lautenschläger's prior consent. All other rights to the software and documentation, including copies, shall remain with Lautenschläger. The granting of sub-licenses is not permitted.

## 14. Place of Jurisdiction, Applicable Law, other Agreements

- 14.1 Cancellation, modification and amendment of the agreed conditions must be made in writing.
- 14.2 Should one of the agreed conditions be or become legally ineffective or void, the validity of the remaining conditions remain unaffected. The parties agree that the invalid or void condition shall be replaced by a condition which comes closest to the economic interests of both parties resulting from the contract.
- 14.3 The place of performance for all deliveries is Lautenschläger's delivery plant. The place of jurisdiction for all types of legal disputes, including summary proceedings based on documentary evidence, is exclusively Cologne. Lautenschläger is, however, entitled to file suit at any other legal place of jurisdiction. The laws of the Federal Republic of Germany shall apply exclusively.