

## **General terms and conditions of Collischan GmbH & Co. KG**

Unless otherwise agreed in an individual contract, the following applies:

### **1. Scope of application, deviating agreements**

1.1 The following general terms and conditions of sale and delivery ("GTC") apply to all sales and delivery contracts concluded by us with our customers (hereinafter "purchaser"), including any ancillary agreements, provided that the purchaser is an entrepreneur and the contract is exercising his commercial or independent professional Activity in the sense of § 14 BGB closes.

1.2 Deviating conditions of the customer, which are not expressly recognized, do not apply. This also applies if we provide our services without reservation in the knowledge of conflicting or deviating terms and conditions of the customer

### **2. Conclusion of the contract**

2.1 Our offers, including the sales prices stated in our price lists, are non-binding unless expressly marked as binding. Oral or written orders represent a binding offer to which the customer is bound for 14 days.

2.2 The contract is concluded through our order confirmation (also by email).

### **3. Product documents, rights to operating and control software, order developments**

3.1 Documents, images, drawings, information about services, weight and dimensions in our catalogs, product sheets and on the website are as precise as possible, but only provide approximate values and do not represent any information on the quality of the goods unless they are expressly designated as binding are. We reserve the right to make improvements and changes in dimensions to the extent customary in the trade and reasonable for the customer.

3.2 We reserve property rights and copyrights to images, drawings and other documents. Without our express written consent, they may not be copied, made available to third parties or used for self-production.

3.3 If operating and control software is installed on the goods to be delivered, this is subject to copyright protection and other laws. We retain all rights to the corresponding operating and control software. The customer only receives a simple (non-exclusive) right to operating and control software to use this permanently as part of the associated hardware. A separation of hardware and operating and control software and / or a separate or otherwise improper use of the operating and control software is not permitted. In addition, our license conditions for software apply, which we will be happy to send you on request.

3.4 If we develop other software for the purchaser (order development) and / or adapt operating and control software and other software to the needs of the purchaser (customizing), our license conditions for software apply in addition to these terms and conditions, which we will be happy to send you on request .

#### **4. Prices / terms of payment / offsetting prohibition**

4.1 The delivery takes place on the basis of the price lists valid at the time of the conclusion of the contract. Unless otherwise agreed, prices are net prices in euros excluding transport and packaging plus statutory value added tax and any other taxes and duties incurred for the execution of the order.

4.2 If, after the conclusion of the contract, the relevant conditions for determining the remuneration, in particular costs for material, wages, transport and public charges to be borne by us, change in a way that we are neither foreseeable nor responsible for, we reserve the right to do so Right to adjust our prices in the same proportion. If the aforementioned conditions lead to a reduction in costs, we undertake to reduce our prices in the same proportion to the customer. Cost increases or cost reductions will be proven to the customer on request.

4.3 Unless otherwise agreed in writing by the parties, all invoices for deliveries (or other services) must be paid within 30 days of the invoice date without deduction. The receipt of the money by us is decisive for the timeliness of the payment. If this deadline expires without result, the customer is in default of payment.

4.4 In the event of default in payment by the purchaser, we shall charge interest at a rate of 8 percentage points above the current base rate of the European Central Bank. We reserve the right to assert higher damage caused by default.

4.5 Checks and bills of exchange are only accepted by express agreement and only on account of performance, with the calculation of any expenses and discount.

4.6 Our claims are due immediately, regardless of the term of checks and bills of exchange accepted on account of performance, if contractual agreements have been seriously violated by the customer and the customer is responsible for this. In this case we are entitled to carry out outstanding deliveries or services only against prepayment or security deposit.

4.7 The customer must raise objections to our invoices no later than two weeks after receipt of the invoice. If the customer fails to notify us in due time, the relevant invoice is deemed to have been approved. We are obliged to specifically point out this effect in our invoices.

4.8 Offsetting against counterclaims by the customer or withholding payments due to such claims is only permissible if the counterclaims are undisputed, ready for decision or have been legally established.

## **5. Bearing of risk, delivery and consequences of delayed delivery**

5.1 Deliveries are made EXW (ex works) in accordance with Incoterms 2020) 64760 Oberzent.

5.2 The delivery times and dates specified by us are only approximate, unless they have been expressly agreed as binding. If a binding delivery period can be agreed, this begins on the day of the order confirmation in terms of section 2.2 and sets the clarification of all technical questions as well as the timely provision of all services to be provided by the customer - in particular documents to be delivered, required permits and releases - as well as other obligations by the customer.

5.3 We are entitled to make part deliveries and partial services that are customary in the trade, unless the partial delivery or service is unreasonable for the customer or is contractually excluded.

5.4 In cases of force majeure or other events that were unforeseeable at the time of the conclusion of the contract, which we were unable to avert despite the due care taken under the circumstances of the individual case, regardless of whether this occurred with us or with our supplier or sub-supplier (reservation of self-supply), such as War, natural disasters, operational disruptions, legal strikes, lockouts or official orders, these delivery periods / dates are extended by the duration of the hindrance and a reasonable start-up time. If such a disruption leads to a delay in performance of more than four months, both parties can withdraw from the contract. If, as a result of the

circumstances mentioned, the delivery becomes impossible or unreasonable without our responsibility, we are entitled to do so to withdraw from the contract in whole or in part of the not yet fulfilled part. In this case, the purchaser is not entitled to any Claims for damages against us. Any statutory rights of withdrawal remain unaffected.

5.5 Insofar as the customer has to set a reasonable grace period in order to assert rights against us, this grace period is at least two weeks.

5.6 In the event of a delay in delivery or the impossibility of delivery, we are only liable for claims for damages in accordance with Section 7. Deviating from Section 7.2, the damage we compensate for delay is limited to the damage that is foreseeable and typical for the contract at the time the contract was concluded.

## **6. Material defects / warranty**

6.1 We guarantee the flawless manufacture of the goods delivered by us in accordance with the agreed technical delivery regulations. We do not assume any guarantees unless they have been expressly agreed.

6.2 The customer must carefully examine the delivered goods immediately after they arrive at the destination, even if samples or samples have been sent beforehand. Obvious defects must be reported to us in writing immediately, at the latest one week after delivery. Hidden defects must be reported to us in writing immediately, no later than seven working days after their discovery. If the defect was already recognizable to the customer at an earlier point in time during normal use, this earlier point in time is decisive for the start of the notice period.

6.3 At our request, the goods complained about must be returned to us carriage paid or, if shipping would involve disproportionate costs or effort, we must be given the opportunity to inspect the goods complained about as being defective. If the complaint is justified, we will reimburse the cost of the cheapest shipping route; this does not apply if the costs increase because the goods are located at a location other than the location of their intended use. If the complaint is wrongly made, the customer must reimburse us for the expenses incurred, unless he is not responsible for the unjustified complaint.

6.4 In the event of a defect reported in good time, the customer has the right, at our discretion, to either repair or delivery of a defect-free item ("supplementary performance"). The supplementary

performance takes place at the place of the original delivery; it is considered to have failed at the earliest after three unsuccessful attempts. Replaced parts become our property.

6.5 We shall bear the expenses necessary for the purpose of supplementary performance, in particular transport, travel, labor and material costs, if there is actually a defect. The supplementary performance does not include either the removal of the defective item or the reinstallation if we were not originally obliged to install it.

6.6 For defects caused by unsuitable and improper use, incorrect assembly or commissioning by the customer or third parties, normal wear and tear, incorrect or negligent handling, warranty claims are not considered. If the quality of the delivered goods deviates only insignificantly from the agreed quality, the customer is only entitled to a right to a reduction in price. The guarantee does not apply if the customer changes the delivery item or has it changed by a third party without our consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the purchaser has to bear the additional costs of remedying the defect resulting from the change.

6.7 In the event of defects in components from other manufacturers that we cannot eliminate for licensing or factual reasons, we will, at our option, assert our warranty claims against the manufacturers and suppliers for the account of the customer or assign them to the customer. In the event of such defects, warranty claims against us only exist under the other conditions and in accordance with these General Terms and Conditions if the judicial enforcement of the aforementioned claims against the manufacturer or supplier was unsuccessful or, for example, due to insolvency, is futile.

6.8 The warranty period is one year from delivery or, if acceptance is required, from acceptance. The five-year limitation period for structures and items that are used for a structure in accordance with their normal use remains in effect. This does not affect the statutory limitation periods in cases of fraudulent concealment as well as claims for delivery recourse according to §§ 478, 479 BGB.

6.9 The customer is only entitled to claims for damages due to defects insofar as our liability is not excluded or limited in accordance with Section 7. Further claims or claims other than those regulated in this section 6 due to a defect are excluded.

## **7. Liability, statute of limitations**

7.1 We are only liable for gross negligence and willful misconduct as well as in the event of a breach of essential contractual obligations, the fulfillment of which enables the proper execution of the

contract in the first place and compliance with which the customer can regularly rely ("cardinal obligation").

7.2 In the event of a slightly negligent breach of a cardinal obligation, our liability is limited to foreseeable, contract-typical damage at the time the contract was concluded. We are not liable for slightly negligent breaches of contractual obligations that are not cardinal obligations.

7.3 Insofar as our liability is limited or excluded, this also applies to the liability of our employees, representatives or vicarious agents.

7.4 The aforementioned limitations or exclusions of liability do not apply in the event of fraudulent concealment of defects, the assumption of a guarantee or a procurement risk, for liability based on the Product Liability Act and for bodily harm (injury to life, limb or health). A change in the burden of proof to the detriment of the customer is not associated with this.

7.5 With the exception of claims from tortious acts, claims for damages by the customer, for which liability is limited according to this provision, become statute-barred one year from the start of the statutory limitation period.

## **8. Retention of title**

8.1 The following retention of title serves to secure all of our current and future claims against the customer from the ongoing business relationship between the contractual partners, including all current account balance claims (hereinafter "secured claims").

8.2 All goods delivered by us remain our property until all secured claims have been paid in full. The goods as well as the goods covered by the retention of title which take their place in accordance with the following provisions are hereinafter referred to as "reserved goods".

8.3 Any processing of the reserved goods is always carried out on our behalf and for us as the manufacturer within the meaning of Section 950 of the German Civil Code (BGB), without binding us. Processed goods are deemed to be reserved goods in accordance with Section 8.2. We are already offering the purchaser the right to expect the new items created through processing, combining or mixing or our co-ownership shares in these new items. The customer accepts this offer.

8.4 If the customer processes, combines and mixes reserved goods with goods of other origin to form a new item or a mixed inventory, we shall be entitled to joint ownership of the goods in

proportion to the value of the reserved goods (final invoice amount including sales tax) at the time of delivery at the value of the other processed, mixed or connected goods (final invoice amount including sales tax) at the time of processing, processing, combining or mixing. The co-ownership share is deemed to be reserved goods in accordance with Section 9.2. In the event that no such acquisition of ownership occurs with us, the customer transfers his future ownership or - in the above-mentioned ratio - his co-ownership of the newly created item or the mixed inventory to us as security. We accept this transfer.

8.5 If the reserved goods are combined with other items to form a single item or are inseparably mixed and one of the other items is to be regarded as the main item within the meaning of Section 947 of the German Civil Code (BGB), the customer shall already now, insofar as the main item belongs to him, share ownership of the unitary item in the ratio of the value of the goods subject to retention of title (final invoice amount including sales tax) at the time of delivery to the value of the main item (final invoice amount including sales tax) to us. We accept this transfer. The co-ownership share is deemed to be reserved goods in accordance with Section 9.2.

8.6 The customer has to keep the reserved goods for us free of charge. The reserved goods may not be pledged to third parties or assigned as security before the secured claims have been paid in full.

8.7 The customer is obliged to treat the reserved goods with care. In particular, he is obliged to adequately insure the reserved goods at his own expense against fire, water and theft at replacement value. If maintenance and inspection work is required for the proper care of the goods subject to retention of title, the customer must carry this out in good time at his own expense. However, this only applies if the costs incurred are within the normal range.

8.8 In the event of seizure, confiscation or other dispositions or access by third parties to the reserved goods, the customer undertakes to immediately inform us of our ownership and to inform us of this in writing in order to enable us to enforce our ownership rights, in particular by filing a lawsuit in accordance with Section 771 of the German Code of Civil Procedure (ZPO) enable. The customer bears all judicial or extrajudicial costs that have to be expended to revoke access and to replace the goods subject to retention of title, insofar as they cannot be collected from third parties.

8.9 The customer is entitled to sell the delivered goods subject to retention of title in the ordinary course of business if it is ensured that his claims from the resale are transferred to us in accordance with Clauses 8.10 to 8.12.

8.10 In the event of the resale of the goods subject to retention of title, the purchaser already now,

as a precaution, assumes the resulting claims against the purchaser as well as those claims that take the place of the goods subject to retention of title or otherwise arise with regard to the goods subject to retention of title, such as insurance claims or claims from tort in the event of loss or destruction, including of all current account balance claims to us. We accept this assignment.

8.11 If the customer sells the goods subject to retention of title together with other goods not supplied by us, the assignment of the claim from the resale shall only apply to the amount of the value of our goods subject to retention of title (final invoice amount including sales tax) at the time of delivery. In the case of the sale of goods in which we have co-ownership in accordance with Clause 8.4 or 8.5, the assignment of the claim in the amount of this co-ownership shall apply.

8.12 If there is a current account relationship between the customer and his customer according to § 355 HGB, the claim assigned to us in advance by the customer also refers to the recognized balance and, in the event of the customer's insolvency, to the "causal" balance then available.

8.13 The customer is revocably authorized to collect the claims from the resale in accordance with Sections 8.10 to 8.11. We are only entitled to revoke the direct debit authorization in accordance with Section 8.14.

8.14 If the customer does not fulfill his obligations from this contract with us, he is in particular in default of payment, see above

- we can prohibit the resale, treatment and processing of the reserved goods as well as their mixing or combination with other goods;
- we can withdraw from this contract in accordance with the general withdrawal rules of § 323 BGB; In the event of withdrawal, the right of the customer to own the reserved goods expires and we can demand the return of the reserved goods; After consultation with the purchaser, we are entitled to enter the purchaser's premises and to take possession of the goods subject to retention of title at the purchaser's expense and to make the best possible use of them, irrespective of the purchaser's payment and other obligations, by means of private sale or auction ; We will credit the sales proceeds to the customer after deducting the costs incurred against his liabilities; we will pay him any surplus;
- the customer has to inform us on request of the names of the debtors of the claims assigned to us so that we can disclose the assignment and collect the claims; all proceeds to which we are entitled from assignments are to be forwarded to us immediately upon receipt, if and as soon as claims on our part against the customer are due;
- we are entitled to revoke the direct debit authorization that has been issued.



8.15 If the realizable value of the securities existing for us exceeds our claims by a total of more than 10%, we will release securities of our choice at the request of the buyer.

## **9. Place of performance, applicable law and place of jurisdiction**

9.1 The place of performance for all delivery and payment obligations is Beerfelden, unless otherwise stated in the order confirmation.

9.2 German law applies to the exclusion of the United Nations Convention on the International Sale of Goods (CISG).

9.3 The place of jurisdiction for all disputes from or in connection with the delivery business - also for bills of exchange and check actions - is Frankfurt / Main, provided the customer is a merchant or does not have a general place of jurisdiction in Germany. However, we reserve the right to sue the customer at his general place of jurisdiction. Statutory regulations on exclusive responsibilities remain unaffected

## **10. Final provision**

10.1 The written contract, including these general terms and conditions of sale, is solely decisive for the legal relationship between the customer and us. This fully reflects all agreements between the contracting parties at the time the contract was concluded. Oral or written agreements or conditions made prior to the conclusion of this contract as well as other pre-contractual correspondence and suggestions are superseded by this contract, unless it is expressly stated in each case that they continue to apply in a binding manner.

10.2 Orders, declarations of acceptance, additions and other ancillary agreements and agreements that are made before or when the contract is concluded must be in writing to be legally effective. Oral promises by our representatives or other auxiliary persons require our written confirmation. The same applies to the granting of quality guarantees.

10.3 Business with entrepreneurs is treated in the same way as business with legal entities under public law and special funds under public law.

10.4 Should any provision of this contract be or become wholly or partially ineffective, the ineffectiveness of this provision shall not affect the effectiveness of all other provisions of this

contract. The ineffective provision is to be replaced by a legally valid provision which, in economic terms, comes as close as it is legally permissible to the purpose of the ineffective provision.