

**I. Scope of Terms, Exclusion of Conflicting Terms and Conditions**

1. Our General Terms and Conditions of Sale and Supply (hereinafter referred to as "GTC") shall apply to all our offers, deliveries and services. The following GTC shall only apply to entrepreneurs according to Section 14 German Civil Code, legal entities under public law or an asset under public law (hereinafter referred to as "Customer").
2. The applicability of divergent or additional conditions of business from the Customer is expressly rejected unless we expressly agree in writing to their applicability in an individual case. Deviating terms and conditions of purchase shall not become part of the contract even upon acceptance of the order.
3. Within a permanent business relationship, our GTC shall also apply to all our future offers, deliveries and services relating to the Customer without requiring any further reference or agreement.

**II. Conclusion of Contract**

1. As a general rule, our offers are non-binding, unless agreed upon otherwise in writing. We expressly reserve the right to sell products that we have previously specified as in stock.
2. If we include documentation such as diagrams, drawings, weight and dimensional data with an offer, these are only indicative unless we expressly advise in writing that they are binding. We reserve the right to make changes to the extent that said changes are not of a fundamental nature and do not limit the contractual purpose of the goods supplied to an extent that is unreasonable for the Customer. Reasonable changes are especially those that a) relate to a change in the level of scientific and technical knowledge, b) that are based on new information about the properties of materials, or c) alter neither the subject matter of the contract nor the mechanical design.
3. Any deal or agreement requires our written acceptance of order or our delivery of the goods.
4. Our written acceptance of order or, in the event of lack of such acceptance of order, our offer shall be authoritative for the scope of delivery and the services to be rendered.
5. All documents and data, on which our offer is based, such as technical drawings, illustrations, descriptions, weights and sizes, shall only be binding if expressly agreed upon in writing.
6. All offer documents, plans, drawings, estimates, documents and data – including in electronic form - remain our property and may neither be retained nor modified nor copied or otherwise reproduced or made available to third parties by the Customer and shall, at our request and at our discretion, either be handed over to us immediately or deleted. Even if we leave these documents to the Customer, our intellectual property rights remain unaffected hereby. The Customer is not entitled to utilize and transfer sample copies, patterns and models.
7. Verbal agreements, contractual changes or supplementary provisions require written confirmation to be legally valid. The same applies to the waiver of the written form requirement.

**III. Prices**

1. The prices are "Ex Works" (EXW, Incoterms 2020) and are net prices not including applicable sales taxes, even if these are not set out expressly.
2. Not included in the prices are additional costs such as packaging, transport, insurance fees, customs charges, postage, and any bank and money transfer charges.
3. We retain the right to vary the contractually agreed price appropriately in the event of wage and salary increases, increases in the costs of raw materials or fuel, energy costs, freight costs or customs duties.

**IV. Conditions of Payment**

1. Unless otherwise agreed in writing, our invoices are due for immediate payment without deduction.
2. The Customer falls into arrears at the latest after 14 days have elapsed from the receipt of invoice unless there are reasons that cause an earlier occurrence of default (e.g. a payment reminder or a shorter agreed-upon payment period or a payment period determined by the calendar). We will apply an annual interest charge from the overdue date of 9 percentage points above the basic interest rate. In case of delay of payment, we additionally reserve the right to charge a lump sum in the amount of € 40,00. Further contractual or statutory rights remain unaffected hereby.
3. Cheques and/or drafts will only be accepted as means of payment after previous agreement in writing. Any costs incurred by us resulting from such a payment shall be borne by the Customer.
4. The Customer may only offset receivables due to us with counter claims, if such counter claims are undisputed or have been established by a court of law in an unappealable manner.

5. All payments received shall be used first to settle costs, then interest and finally against the oldest claim.
6. Payments are regarded as complete as soon as we have access to the funds.
7. If payment terms are not complied with or circumstances become known or visible which – according to our reasonable commercial discretion - give reason to doubt the credit worthiness of the Customer including facts which already existed at the time of the conclusion of the contract, but which were not known by us or which we didn't have to be aware of, we are entitled to refuse our performance and to demand advance payments or the provision of adequate securities for outstanding deliveries and to withdraw from the contract after a reasonable grace period to provide such securities have expired; further statutory rights remain unaffected hereby. The Customer shall be liable for all damages incurred by us by the non-fulfilment of the contract.
8. Upon delay of payment of our Customer, suspension of payment or the opening of an insolvency proceeding with respect to the Customer's assets, all our claims become immediately due for payment. This applies also in the event of agreed terms of credit or if the claim is not yet due for payment for some other reason. Furthermore, this shall apply irrespective of the term of a draft which we have accepted.

**V. Delivery Date**

1. The delivery date will be agreed between the contracting parties.
2. The term of delivery agreed upon shall be considered as a term of delivery aimed at, unless agreed explicitly upon otherwise in writing.
3. The term of delivery agreed upon shall begin at the earliest with the date of conclusion of contract, however, not before complete clarification of all commercial and technical questions. The beginning of the delivery period requires that the Customer provided all necessary documents and approvals and made any advance payments that may have been agreed upon.
4. Delivery is made Ex Works (EXW, Incoterms 2020). The Customer shall collect the goods immediately after notification that the goods are ready for dispatch.
5. Observance of the delivery date is provisional upon our own supplies being received correctly and on time. We will advise of any delays as soon as possible.
6. The term of delivery "Ex Works" (EXW, Incoterms 2020), shall be deemed complied with if the item to be delivered has been selected and is ready for dispatch within the agreed period and the Customer has been informed hereof. In the case of a sales shipment ("Versendungskauf"), the term of delivery shall be deemed complied with if the item that has to be delivered has been handed over to a person in charge of the transport prior to expiry of the delivery period or if the item could not be handed over without our fault.
7. Cases of force majeure, in particular, but not limited to, riots, strikes, war, floods, lock-outs, fire, epidemics, confiscation, boycott, legal or official orders and restrictions or incorrect or delayed delivery by our suppliers and other unforeseeable, uncontrollable, extraordinary events coming from outside which cannot be prevented even by extreme care, and affect us or our suppliers, make our delivery and performance obligations unreasonably difficult or impossible and are not attributable to us, extend the delivery and performance obligations for the duration of the existence of the cases or events with an appropriate restart time, if we cannot fulfil our delivery and performance obligation despite reasonable measures.
8. The extension of the delivery and performance obligations in accordance with paragraph (7) above shall also apply if these cases or events occur at a time when we are in default.
9. If the delivery and service obligations are extended to a reasonable period of time due to such cases or events in accordance with paragraph (7) above, the Customer shall be entitled to withdraw from the contract after expiry of these extended delivery and service 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 partial delivery and/or service on our part. Further legal or contractual rights to withdraw from the contract remain unaffected by this.
10. The claim for damages by the Customer in accordance with paragraph (7) above shall be excluded.
11. We are entitled to provide partial consignments and to invoice these separately.
12. We are entitled to deliver before the expiry of the delivery date and to deliver in partial deliveries, insofar as this is reasonable for the Customer.

13. If the dispatch is delayed for reasons for which the Customer is responsible or if he culpably violates other obligations to cooperate, we are entitled to demand compensation for the damage incurred by us, including any additional expenses. Further claims or rights remain unaffected.
14. If the Customer is in default of acceptance of the goods or can otherwise be held responsible for a delay in dispatch, we may store the products at the Customer's risk and expense and invoice them as delivered Ex Works. After the grace period for accepting the delivery set by us has expired, we may withdraw from the contract and demand compensation for damages in lieu of performance. Further rights shall remain unaffected. The setting of a grace period is not required if the Customer seriously and finally declines acceptance or it is obvious that the Customer is not able to pay the purchase price or to accept the delivery within grace period. The amount of damages is deemed to be an amount of 20 per cent of the order value. The amount of damage shall be set off against any advance payment made. The parties are free to demonstrate that the actual damage actually incurred was higher or lower than this amount.

#### **VI. Transfer of Risk, Acceptance**

1. Unless agreed upon otherwise in writing, the goods shall be delivered "Ex Works" (EXW, Incoterms 2020).
2. Therefore, the risk of accidental loss or accidental deterioration shall pass to the Customer as soon as the Customer is notified of the readiness for dispatch and the delivery item is set aside. This shall also apply if we have provided additional services such as loading, transport or unloading, carry the shipping costs or make partial deliveries. If the performance is delayed due to reasons caused by the Customer, the risk of accidental loss passes with the notification of provision of the delivery.
3. If a sales shipment ("Versendungskauf") is agreed upon, the risk of accidental deterioration or accidental loss shall pass to the Customer with the dispatch of the delivery item or the handover to a transport person ex works or place of dispatch at the latest. If the delivery is delayed due to reasons caused by the Customer, the risk shall already pass with the notification of readiness for dispatch. Section VI. subsection (2) sentence 3 shall apply accordingly.
4. If we undertake to transport the deliverables for the Customer, we are entitled to choose the manner of packaging and dispatch of the items upon our sole discretion, unless agreed otherwise upon in writing. In this case, the Customer is responsible for the conclusion of transport insurance.
5. If it is agreed upon that we bear the risk of accidental loss or accidental deterioration, the Customer shall check the dispatched goods immediately upon arrival of the goods and in presence of the transport person for external transport damages. The Customer shall inform the transport person about externally visible losses or damages of the delivery item upon delivery at the latest under sufficiently clear labelling of the losses or the damages and inform us immediately about this in writing. The Customer shall inform us in writing about losses or damages, which are not visible externally, within 5 calendar days. In addition, the terms of § 438 of the German Commercial Code and the obligation of reprimand in accordance with Section VII. subsection (3) shall apply.
6. Insofar as acceptance is mandatory by law, i.e. not only in the case of an agreed acceptance, this shall be decisive for the passing of risk (see section XIV.).
7. Delivered goods, even if incomplete, must be accepted by the Customer regardless of any rights under Section VII.

#### **VII. Warranty**

1. Insofar as the contractual relationship between us and the Customer is a purchase or work contract, we shall be liable for defects in material and workmanship and defects of title ("Sach- und Rechtsmängel") existing at the time of the passing of risk according to the following provisions. In addition, the statutory provisions shall apply. Section VIII remains unaffected.
2. Particular properties apply essentially only as assured by us if we have confirmed this explicitly in writing. A guarantee only counts as taken over by us if we have designated a property as "guaranteed" in writing.
3. Obvious material defects, deviations in quantity or false deliveries must be reported to us in writing without delay, at the latest within 12 days after delivery, but in any case before connection, mixture, processing or installation; otherwise the goods are considered to be approved despite these defects, unless we or our legal agents or vicarious agents have acted with fraudulent intent. Hidden defects must be reported to us in writing immediately, at the latest 12 days after their discovery. In addition, Section 377 German Commercial

Code (HGB) shall apply. Section VI. subsection (5) shall remain unaffected hereby.

4. The limitation period for the Customer's claims for defects shall be one year, subject to the following provisions of this paragraph (4), calculated from the beginning of the statutory limitation period. In the case of an item which has been used for a building in accordance with its normal use and which has caused its defectiveness, the statutory limitation periods apply, Section 438 subsection 1 No. 2 German Civil Code and Section 634a subsection 1 No. 2 German Civil Code. Should we have fraudulently concealed a defect, the statutory periods shall apply for any claims for damages. The statutory periods shall also apply to the limitation period for any claims for damages by the Customer due to defects if we are charged with intent or gross negligence, or if the claim for damages is based on injury to life, body or health.
5. Our warranty for defects of quality and defects of title is limited by the nature of the matter to supplementary performance. In the course of our supplementary performance duty, we are entitled at our option to rectification of defects or substitute supply. If we do not fulfill this obligation within an appropriate period or if a rectification of defects fails despite repeated attempts, the Customer is entitled to reduce the purchase price or withdraw from the contract. A withdrawal from the contract is excluded if the defect is only of minor nature. Furthermore, in the event of faultless partial deliveries, the Customer may only withdraw from the entire contract if it can evidence that it has no interest in the partial performance. Further claims, in particular reimbursement of expenses or claims for damages, exist only in the context of the regulations of the following Section IX. Replaced parts become our property and remain our property and on request must be returned to us at our costs.
6. After consultation with us, the Customer will grant us the necessary time and opportunity to undertake any rectification work or supplies of replacement parts that we consider necessary. The Customer is entitled to rectify the defect himself or have it rectified by third parties and claim the costs involved from us only in urgent cases where we have been informed immediately and operating safety is threatened and/or serious additional damage must be prevented.
7. We bear all costs required for the purpose of rectification of defects, especially transport, infrastructure, labor and material costs; transport costs, however, only from the location to which the goods purchased were delivered by agreement and maximally up to the amount of the value of the delivered goods in a flawless condition.
8. The Customer must take notice of the installation, operation, and maintenance instructions to the full extent to guarantee operational safety before initial installation and start-up and during operation.
9. We assume no responsibility for defects arising for the following reasons: Unsuitable or improper use, alterations or maintenance work carried out without our prior agreement, incorrect installation or operation by the Customer or third parties, normal wear, incorrect or careless operation - especially overloading - unsuitable fuels and lubricants, replacement materials, chemical, electrochemical, electronic and electrical effects - insofar as we are not responsible for these.
10. Furthermore, no warranty claims shall exist if (i) the Customer changes the delivery item or has it changed by third parties, and/or (ii) the Customer does not replace parts of the delivery item or does not have them replaced by original spare parts from us but by spare parts from a third party, without this being necessary due to default on our part with regard to a duty incumbent on us and the fruitless expiry of a grace period set by the Customer or for other substantial reasons in order to enable use of the delivery item in accordance with the contract. This shall not apply if the Customer proves that the defects in question were not caused by the changes made to the delivery item by him or the third party or the spare parts from the third party, unless otherwise provided for in Section VIII below.
11. Our guarantee does not extend to the fitness of the delivered goods for the Customer's intended purpose where this varies from the standard application unless this has been agreed in writing.

#### **VIII. Intellectual Property Rights and Defects of Title**

1. Unless agreed upon otherwise, we shall only deliver products in the Federal Republic of Germany that are not infringing any intellectual property rights and copyrights of third parties (hereinafter altogether referred to as "Intellectual Property Rights").
2. If the use of the goods supplied results in infringement of patent rights, we will obtain permission for continued use by the Customer at our own expense or will change the goods in a way that is reasonable for the Customer and that overcomes the infringement of patent rights. If this is not possible economically or within a specific timeframe, the Customer is entitled to withdraw from the contract. We also retain the right to withdraw from the contract on

this basis. Moreover, we indemnify the Customer from any undisputed or legally valid claims from the patent holder involved. Subject to Section IX of these GTC, our above-mentioned obligations are final in the event of a property right infringement. They exist only if

- a) the Customer notifies us promptly of any alleged property right infringements;
- b) the Customer does not acknowledge a property right infringement;
- c) the Customer supports us to a reasonable extent in our efforts to defend the alleged claims and/or facilitates our carrying out modifications;
- d) we reserve the right to undertake all defensive measures, including extra-judicial procedures;
- e) the defective title does not result from an instruction by the Customer and
- f) the defective title is not caused by the Customer changing the supplied goods on his own initiative or using them in a way that is contrary to the contract.

#### **IX. Liability**

1. We are liable for damages, regardless of the legal reasons, only
  - a) to the extent that we, our legal representatives or our agents can be charged with intent or gross negligence;
  - b) in the case of culpable injury to life, body, health;
  - c) in the case of culpable violation of essential contractual duties;
  - d) in case of defects that we fraudulently conceal or whose absence we have guaranteed;
  - e) to the extent that we are responsible under product liability legislation for personal injury or damage to privately used items.We are not liable for any additional damage claims.
2. An essential contractual duty is a duty whose fulfillment allows the proper execution of the contract and on whose observance the contractual partner regularly trusts and may trust.
3. However, in the case of a slightly negligent breach of essential contractual duties (excluding intent and gross negligence), we are only partially liable for the reasonably foreseeable damages typical for the contract.
4. The reasonably foreseeable damage typical for the contract is determined in the amount of the contract value of the affected service.

#### **X. Assignment of Rights, Right of Retention**

1. The Customer may assign his rights arising from this contract to third parties in part or in full only with our written agreement. The same applies to legal claims of the Customer in connection with the contractual relationship.
2. The Customer can only claim refusal of service and right of lien if the refusal of service and right of lien is based on underlying counter-claims of the Customer or is beyond dispute or legally binding.

#### **XI. Retention of Title**

1. We retain title in all goods supplied by us until full payment is made of all claims under the business relationship with the Customer, including all subordinate claims and until presented checks and bills of exchange have been honored. Retention of title also extends to processed products. In the case of the processing, connection or combination of our goods with other materials, we acquire joint ownership in the resultant goods to the extent of the value of our goods in relation to the other material. Transfer of ownership is replaced by the Customer safeguarding the goods for us free of charge and with the care to be expected of a professional merchant.
2. If necessary, the Customer assigns to us all claims arising from the sale of goods to which we have ownership rights to the extent of our co-ownership in the sold goods, including all subordinate rights.
3. Insofar as the Customer is in a position to fulfil his obligations towards us and guarantees the requested reservation of title, he is entitled to dispose of the reserved goods that we own in the course of normal business.
4. The Customer is authorized to collect any transferred debts only in the course of normal business and only on a revocable basis. Authorization can be revoked if the Customer fails to fulfill his obligations properly under this contract, especially the obligation to pay, becomes unable to pay or insolvent, or if insolvency proceedings are initiated against his property. In such cases, we are entitled to withdraw from the contract after a set time and to take possession of the reserved goods. The Customer is responsible for handing them over. Any loss in value of the repossessed reserved goods will be added to the Customer's liabilities - minus valuation costs. In the event of revocation, the Customer is responsible for

notifying us immediately of the name and/or company of the debtors associated with the assigned claims.

5. In the cases cited in subsection 4, the Customer will indicate the revocation to the debtor if requested to do so by us. For our part, we are entitled to disclose the extended reservation of ownership to the Customer's debtor.
6. The Customer will inform us promptly and in writing of any imminent or enforced access by third parties to the reserved goods or to the transferred debts and to surrender the documentation needed for intervention. Intervention costs and any associated court costs involved in inter-company dealings between ourselves and the Customer will be charged to the latter.
7. We are entitled to pass on to the Customer the cost of insuring goods supplied under provisional ownership against theft, fire, flood and other damage insofar as the Customer has not taken out appropriate insurance himself.
8. We undertake at the request of the Customer and without prejudice to choice, to release securities to which we are entitled if the value of the security exceeds the debts being secured by more than 20%.

#### **XII. Assembly and Commissioning**

1. Insofar as assembly and commissioning are objects of the contract, the prices specified are based on the assumption that a smooth course of installation is guaranteed. If due to circumstances listed below additional costs arise, these will be charged to the Customer at the valid installation rates unless we are responsible for these circumstances:
  - a) Overtime hours;
  - b) Interruption of the assembly so that new travel is required;
  - c) Connection to equipment that is not included in our scope of delivery;
  - d) Set-up of foundations and work on the foundation;
  - e) Air and electrical supply for the equipment;
  - f) Wait times;
  - g) Required work that must be performed on the building and by the Customer and was not done on time or correctly;
  - h) Not prepared or not cleared workspace;
  - i) If components, machines or equipment for the system cannot be unloaded in timely fashion and according to agreement in the installation location;
  - j) If after assembly and installation of the system in the Customer's plant there is an insufficient quantity of components available for the commissioning and acceptance of the system (sufficient quantities refers to the ability to execute permanent operation under production conditions);
  - k) If incorrect or incorrectly dimensioned components or components deviating from the drawings are made available to us for testing.
2. The Customer shall provide additional labour (helpers) free of charge if this is necessary for installation and commissioning.

#### **XIII. Installation Conditions**

If the object of the contract is installation services, then the following conditions apply:

1. The Customer ensures that in case of a deployment, the installation location will be made available cleaned to our personnel.
2. The Customer makes available to our personnel a room that can be locked for the keeping of their equipment. Insurance against fire and water damage is the Customer's concern.
3. The Customer guarantees that the deployment on-site will not be performed under dangerous conditions or conditions dangerous to health, and he will take all necessary measures in order to protect our personnel against any safety or health risks.
4. Furthermore, the Customer guarantees that our personnel will be informed correctly about safety regulations in the location where the deployment will be carried out.
5. The specified delivery time applies only approximately.
6. During remote maintenance, the Customer assumes the entire responsibility for the operation of the machine. The Customer must check that the operation we require does not cause a conflict with the situation in the machine. This also applies during the guarantee period of the system. An exception is made if the operation in the work location is undertaken by our personnel.
7. The Customer must make us aware of the legal, official, and other provisions relating to the execution of the work and the operation, as well as occupational safety and accident prevention.
8. The Customer must take necessary special measures to protect people and property in the work area. He must also instruct our



deployment manager about existing special safety regulations, insofar as these are important for our personnel.

9. The Customer is obligated at his own costs to provide technical assistance, insofar as this is necessary for the work assignment, especially for:
  - a) Provision of the necessary suitable assistance (masons, carpenters, mechanics, and other specialists) in the number required for the deployment and for the required time; We assume no liability for the Customer's assistants.
  - b) Provision of maintenance personnel and machine operators.
  - c) Undertaking of all earthwork, construction work, foundation work, and scaffolding work including procurement of the necessary construction materials.
  - d) Provision of the required equipment and heavy tools (e.g. lifting equipment, compressors) as well as the required objects and materials (e.g. set-up boards, wedges, bases, cement, plaster and sealing material, lubricants, fuels, drive ropes and belts).
  - e) Provision of Energy supply, heating, lighting, operating personnel, water, including the necessary connections.
  - f) Provision of necessary, dry and lockable rooms for the keeping of our employees' tools.
  - g) Transport of the service parts to the deployment location, protection of the service location and materials against damaging influence of any kind, cleaning of the installation location.
  - h) Provision of suitable, theft-proof rooms and work rooms (with heating, lighting, washing facility, sanitary fittings) and first aid for our installation personnel.
  - i) Provision of the materials and the taking of all other actions that are required for the adjustment of the object to be installed and the performance of a contractually-provided test.
10. The Customer's technical assistance must guarantee that the deployment is started immediately after arrival of our personnel and that it can be performed without delay up to acceptance by the Customer.
11. If the Customer does not perform his duties, we are entitled after appointment of a date, however not obligated, to perform the actions incumbent on the Customer in his stead and at his cost. Furthermore, our legal rights and claims are unaffected.
12. The Customer is not entitled without our prior written permission to consult our personnel for extra-contractual work.
13. The Customer is responsible for a regular back-up of his data. In case of a data loss that is our fault, we are liable subject to Section VIII. above. (Liability) therefore, the amount is limited to the costs that would arise with proper back-up of the data by the Customer, in particular the costs of duplicating the data from the back-up copies to be made by the Customer and for the restoration of the data, which would have been lost even in case of a proper back-up of the data.
14. The Customer guarantees the proper disposal of the material (inventory parts, lubricants, etc.) that must be eliminated after completion of the deployment.

#### **XIV. Acceptance Regulations for preliminary and final Acceptance**

1. Insofar as a preliminary acceptance of individual system parts in our plant is agreed upon, this will be done in consultation with the Customer. The result of the preliminary acceptance will be recorded in a preliminary acceptance report.
2. If a preliminary acceptance cannot take place for reasons for which the Customer is responsible, our internal acceptance report counts as the preliminary acceptance report.
3. Insofar as a final acceptance of individual system parts is agreed upon, this will be done in consultation with the Customer in the Customer's plant.
4. The Customer is obligated to the acceptance of the plant services we have performed as soon as their completion has been announced to him and any contractually provided test has taken place.
5. If during his inspection the Customer determines that there are deviations from the contract specifications or the contractually agreed-upon specifications, he will communicate this to us immediately in text form. The communication should contain a sufficiently concrete description of the deviation determined in order to allow us to identify and eliminate the deviation.
6. The Customer cannot refuse final acceptance due to insignificant defects. We will eliminate defects of this type in the course of the guarantee.
7. We will eliminate essential defects as quickly as possible and then present to the Customer for acceptance; the renewed acceptance

inspection will be limited to the determination of the elimination of the deviation. Insignificant deviations will be noted as defects by the Customer in writing in the acceptance declaration and eliminated by us in the course of the guarantee.

8. If at the time of final acceptance there are not sufficient parts for permanent operation, then the final acceptance will be conducted with the existing parts.
9. If the Customer refuses the acceptance unjustly or without specifying reasons, then we can specify in writing a deadline of 14 days to explain the acceptance. Acceptance counts as granted insofar as the Customer does not accept the plant within this period and specifies in writing the essential defects he has determined.
10. In any case, the work result counts as accepted if the Customer uses it productively or could use it productively. From this time, the warranty begins and we have a claim to payment of the still-outstanding remaining amount.
11. The customer is not entitled to refuse final acceptance due to faults in the final acceptance for which we are not responsible.
12. For final acceptance, the Customer will provide the required, trained and qualified operating personnel in timely fashion and free of charge.
13. With final acceptance, our liability for recognizable defects is dispensed with, insofar as the Customer has not reserved the right to assert claims for a defect known to him.

#### **XV. Software Usage**

Supplied software, including its documentation. It is provided for use on the goods for which it is intended. Use of the software on more than one system is prohibited. The Customer may copy, modify, or translate the software or convert it from object code to source code only to the extent permitted by law (§§ 69 ff German Copyright Law). The Customer undertakes not to remove manufacturer's details - especially copyright notices - or to change same without our express prior permission. Other rights to the software and documentation, including copies, remain with us and/or the software supplier. Transfer of sublicenses is not permitted.

#### **XVI. Concluding Provisions**

1. The delivery place for all deliveries and services is Bad Saulgau in Germany.
2. If the Customer is a merchant in the sense of the German Uniform Commercial Code, a corporate body under public law or special asset under public law, the exclusive place of jurisdiction for all legal action resulting from the business relationship with the Customer, including bills of payment and check claims, is Bad Saulgau. The same place of jurisdiction applies if the Customer has no general place of jurisdiction in Germany, moves his abode or normal place of residence abroad after conclusion of the contract, or if his abode or normal place of residence is unknown at the time the action is brought. We are also entitled to bring an action at the Customer's location.
3. For all disputes arising from contracts for which these GTC apply and for all disputes from the business relationship between us and the Customer, only the law of the Federal Republic of Germany is applicable. The application of the UN purchasing law (CISG) and international civil law is excluded.
4. Should any condition in these General Conditions of Sale and Supply prove ineffective, the effectiveness of the remaining conditions is not affected.

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