

Transnorm System GmbH

General Conditions of Sale for use in business transactions with companies

1. Validity

- (1) All goods, services and offers provided by the Seller are based exclusively on these General Conditions of Sale. They are an integral part of all contracts that the Seller concludes with its contractual partners (hereinafter also referred to as the "Customer") regarding the goods or services offered by the Seller. They also apply to all future goods, services or offers provided to the Customer, even if they are not agreed again separately.
- (2) Terms and Conditions of the Customer or third parties shall not apply, even if the Seller does not separately object to their validity on an individual basis. Even if the Seller refers to a letter containing or referring to the Terms and Conditions of the Customer or a third party, this does not constitute agreement with the validity of those Terms and Conditions.

2. Offer and conclusion of contract

- (1) All offers made by the Seller are subject to confirmation and are non-binding, unless they are expressly marked as binding or state a specific acceptance period. Orders or contracts may be accepted by the Seller within fourteen days of receipt.
- (2) The legal relationship between the Seller and the Customer shall be solely governed by the written purchase agreement, including these General Conditions of Sale. This fully reflects all agreements between the parties to the contract regarding the subject matter of the contract. Verbal ancillary agreements made by the Seller prior to the conclusion of this contract are legally non-binding and verbal agreements made by the contracting parties are replaced by the written contract, unless, in each case, it is expressly stated therein that they shall continue to be binding.
- (3) Supplements and amendments to the agreements made, including these General Conditions of Sale, must be made in writing and be signed to become effective. Transmission by fax is sufficient to ensure the written form, other than this, transmission by telecommunication, in particular by email, is not sufficient.
- (4) Information given by the Seller regarding the object of the sale or service (e.g. weights, dimensions, utility values, capacity, tolerances and specifications) and our representations thereof (e.g. drawings and illustrations) are only approximate unless the usability for the contractually agreed purpose requires exact conformity. These are not guaranteed characteristics, but descriptions or designations of the goods or service. Customary deviations and deviations which are due to legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts, are permissible, provided that they do not impair the usability for the contractually intended purpose.
- (5) The Seller retains title or copyright to all offers and cost estimates it submits as well as drawings, illustrations, calculations, brochures, catalogues, models, tools, and other documents and auxiliary equipment made available to the Customer. The Customer may not make these items available to third parties, disclose them, use them itself, use them by means of third parties, or reproduce them without the Seller's express consent. At the Seller's request, the Customer must return these items in full to the Seller and destroy any copies it may have made if they are no longer needed in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

3. Prices and payment

- (1) Prices apply to the scope of goods and services listed in the order confirmations. Additional or special services shall be charged separately. Prices are quoted in EURO ex works excluding packaging, statutory value-added tax and, in the case of export deliveries, customs duty and fees and other public charges.
- (2) If the agreed prices are based on the Seller's list prices and delivery is to take place more than four months after conclusion of the contract, the Seller's list prices valid on delivery shall apply (less any agreed percentage or fixed discount).
- (3) Invoice amounts shall be paid immediately after receipt of the goods or after receipt of the notification that the goods are ready for collection or delivery (notification of readiness for dispatch) without any deduction, unless otherwise agreed in writing. The date of receipt by the Seller shall be the date of payment. Cheques are only deemed to constitute payment after encashment. If the Customer does not pay by the due date, the outstanding amounts shall bear interest at 5% p. a. from the due date; the assertion of higher interest and further damages in the event of default shall remain unaffected.
- (4) Offsetting against counterclaims of the Customer or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or legally binding.

- (5) The Seller is entitled to execute or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, the Seller becomes aware of circumstances which are capable of substantially reducing the creditworthiness of the Customer and which endanger the payment by the Customer of the Seller's outstanding claims arising from the respective contractual relationship (including those arising from other individual orders to which the same framework contract applies).

4. Delivery and delivery time

- (1) Deliveries are made ex works.
- (2) The deadlines and dates for deliveries and services given by the Seller are only approximate, unless a fixed deadline or a fixed date has been expressly promised or agreed. The beginning of a delivery period stated by the Seller presupposes the complete clarification of all technical questions. Compliance with the delivery dates also presupposes the timely and complete fulfilment of the Customer's obligations.
- (3) If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or any other third party commissioned with the transport.
- (4) Without prejudice to its rights arising from default on the part of the Customer, the Seller may demand from the Customer an extension of delivery and service deadlines or a postponement of delivery and service dates equal to the period of duration in which the Customer does not fulfil its contractual obligations towards the Seller.
- (5) The Seller is not liable for the impossibility of delivery or for delays in delivery, insofar as these were caused by force majeure or other events not foreseeable at the time of the conclusion of the contract, for which the Seller is not responsible (e.g. any operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, legal lockouts, lack of manpower, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the lack of, incorrect or untimely delivery by suppliers). If such events make the delivery or service considerably more difficult or impossible for the Seller and this hindrance is not only of a temporary duration, the Seller is entitled to rescind the contract. In the event of obstacles of temporary duration, the delivery or service periods shall be extended, or the delivery or service dates postponed by the period of duration of the hindrance plus an appropriate lead period. If the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, the Customer may rescind the contract by means of immediate written declaration to the Seller.
- (6) The Seller is entitled to make partial deliveries if
 - the partial delivery can be used by the Customer within the scope of the contractual purpose,
 - the delivery of the remaining ordered goods is ensured and
 - the Customer is not subjected to considerable additional expenditure or additional costs thereby.
- (7) If the Seller is in default with a delivery or service or if a delivery or service becomes impossible for the Seller, for whatever reason, the liability of the Seller to pay damages is limited in accordance with section 8 of these General Conditions of Sale.

5. Place of performance, dispatch, packaging, transfer of risk, acceptance

- (1) Place of performance for all obligations arising from the contractual relationship is Hildesheim, unless otherwise agreed. If the Seller is also responsible for assembly and installation, the place of performance shall be the place where installation is to take place.
- (2) The method of dispatch and the packaging are subject to the Seller's dutiful discretion.
- (3) Risk shall pass to the Customer at the latest with the handover of the contractual item (whereby the start of the loading process is decisive) to the forwarding agent, carrier or other third parties appointed to carry out the shipment. This also applies if partial deliveries are made or if the Seller has taken over other services (e.g. dispatch or installation). If dispatch or handover is delayed due to circumstances caused by the Customer, risk shall pass to the Customer from the day on which the contractual item is ready for dispatch and the Seller has notified the Customer thereof.
- (4) Storage costs after transfer of risk shall be borne by the Customer. In the case of storage by the Seller, the storage costs amount to 0.25% of the invoice amount of the contractual items to be stored per elapsed week. Both parties reserve the right to assert claims and provide evidence of additional or lower storage costs.
- (5) The consignment is insured by the Seller against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the Customer and at the Customer's expense.
- (6) Insofar as acceptance is required, the purchase object shall be deemed to have been accepted if
 - the delivery and the installation - if the Seller is also responsible for the installation - has been completed,
 - the Seller notifies the Customer of this with reference to notional acceptance in accordance with this section 5(6) and asks the Customer to accept,
 - 10 working days have elapsed since delivery or installation, or the Customer has started using the purchase object (e.g. the delivered equipment has been put into operation) and, in this case, 5 working days have elapsed since

delivery or installation, and the Customer fails to accept the delivery within this period for any reason other than a defect reported to the Seller which prevents the use of or significantly impairs the purchase object.

6. Warranty, material defects

- (1) The warranty period is one year from delivery or, if acceptance is required, from acceptance. This applies to single-shift operation. If a maintenance contract is concluded, the warranty period can be extended to 24 months by written agreement.
- (2) The delivered items must be carefully inspected immediately after delivery to the Customer or to the third party specified by the Customer. They shall be deemed to have been approved if the Seller has not received a written complaint regarding obvious defects or other defects which were identifiable during an immediate, careful examination within seven working days after delivery of the contractual item, or otherwise within seven working days after discovery of the defect or at any earlier time in which the defect was identifiable by the Customer during normal use of the contractual item without further examination, in the manner specified in section 2 (2) (6). At the Seller's request, the rejected contractual item shall be returned to the Seller, carriage paid. In the event of justified notification of defects, the Seller shall reimburse the costs of the cheapest shipping route; this shall not apply if the costs increase because the contractual item is located at a location other than the location of intended use.
- (3) In the case of material defects in the contractual items, the Seller is initially obliged and entitled to choose between rectification of defects or replacement delivery within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of rectification or replacement, the Customer may rescind the contract or reduce the purchase price accordingly.
- (4) If a defect is due to the fault of the Seller, the Customer may claim damages under the conditions specified in section 8.
- (5) In the event of defects in components from other manufacturers, which the Seller is unable to remedy for licensing or factual reasons, the Seller shall, at its discretion, assert its warranty claims against the manufacturers and suppliers for the account of the Customer or assign them to the Customer. Warranty claims against the Seller in the case of such defects under the other conditions and in accordance with these General Conditions of Sale shall only exist if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, for example due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the Customer against the Seller shall be suspended.
- (6) The warranty shall lapse if the Customer modifies the contractual item or has it modified by third parties without the Seller's consent and the rectification of defects is thereby made impossible or unreasonably difficult. In every case, the Customer shall bear the additional costs of remedying the defect resulting from the modification.
- (7) If used goods are delivered as agreed with the Customer on an individual basis any warranty for material defects is excluded.

7. Intellectual property rights

- (1) In accordance with this section 7, the Seller warrants that the contractual item is free of intellectual property rights or copyright of third parties. Each contracting party shall immediately notify the other contracting party in writing if claims are asserted against it for the infringement of such rights.
- (2) In the event that the contractual item infringes an intellectual property right or copyright of a third party, the Seller shall, at its discretion and expense, modify or replace the contractual item such that no further rights of third parties are infringed and the contractual item continues to fulfil the contractually agreed functions, or procure the right of use for the Customer by concluding a licensing agreement. If the Seller fails to do so within a reasonable period of time, the Customer is entitled to rescind the contract or to reduce the purchase price appropriately. Any claims for damages by the Customer are subject to the restrictions of section 8 of these General Conditions of Sale.
- (3) In the event of infringements through products of other manufacturers supplied by the Seller, the Seller shall, at its own discretion, either assert its claims against the manufacturers and sub-suppliers for the account of the Customer or assign them to the Customer. In these cases, claims against the Seller in accordance with this section 7 shall only exist if the judicial enforcement of the aforementioned claims against the manufacturers and sub-suppliers was unsuccessful or is futile, for example due to insolvency.

8. Culpable liability for damages

- (1) The liability of the Seller for damages, regardless of the legal reason, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and tort, is limited in accordance with this section 8, in each case, to the extent that the Seller is culpable.
- (2) The Seller shall not be liable in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents, provided that this does not constitute a breach of essential contractual obligations. Essential contractual obligations are the obligations to deliver and install the contractual item, free of significant defects and in good time, as well as duties of advice, protection and care which are intended to enable the

Customer to use the contractual item in accordance with the contract or to protect the life and limb of the Customer's personnel or to protect the Customer's property from considerable damage.

- (3) Insofar as the Seller is liable for damages under section 8 (2), this liability is limited to damages which the Seller foresaw when concluding the contract as a possible consequence of a breach of contract, or which the Seller should have foreseen had it applied due care. Indirect damage and consequential damage resulting from defects in the contractual item shall also only be eligible for compensation to the extent that such damage is typically to be expected when the contractual item is used as intended.
- (4) In the event of liability for simple negligence, the Seller's obligation to pay compensation for property damage and any further financial losses resulting therefrom shall be limited to the amount corresponding to the sum insured of its product liability insurance or liability insurance per claim, even if it concerns a breach of fundamental contractual obligations.
- (5) The above exclusions and limitations of liability apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of the Seller.
- (6) Insofar as the Seller provides technical information or acts in an advisory capacity and such information or advice does not form part of the contractually agreed scope of service owed by the Seller, this shall be free of charge and to the exclusion of any liability.
- (7) The limitations of this section 8 shall not apply to the Seller's liability on account of deliberate actions or omissions, for guaranteed quality characteristics, for injury to life, body or health or under the Product Liability Law.

9. Retention of title

- (1) The retention of title agreed below serves to secure all current and future claims of the Seller against the Customer arising out of the supply relationship existing between the contractual partners (including balance claims resulting from a current account relationship limited to this supply relationship).
- (2) The goods delivered by the Seller to the Customer remain the property of the Seller until full payment of all secured claims. These goods, as well as the goods replacing them under this clause and covered by the retention of title, are hereinafter referred to as goods subject to retention of title.
- (3) The Customer shall store the goods subject to retention of title free of charge for the Seller.
- (4) The Customer is entitled to use the goods subject to retention of title in the ordinary course of business until they are realised (section 9). Pledges and transfers by way of security are not permitted.
- (5) If the goods subject to retention of title are processed by the Customer, it is agreed that the processing shall take place in the name and for the account of the Seller as manufacturer, and that the Seller shall immediately acquire the ownership or - if the processing takes place using materials from several owners or the value of the processed item is higher than the value of the goods subject to retention of title - the co-ownership (fractional ownership) of the newly created item in proportion of the value of the goods subject to retention of title to the value of the newly created item. In the event that no such acquisition of ownership should occur for the Seller, the Customer shall transfer its future ownership or - in the above-mentioned ratio - its co-ownership of the newly created item to the Seller as security. If the goods subject to retention of title are combined or inseparably mixed with other items to form a single item and one of the other items is to be regarded as the main item, the Seller, insofar as the main item belongs to the Seller, assigns to the Customer proportionate co-ownership of the single item in the ratio specified in sentence 1.
- (6) In the event of resale of the goods subject to the retention of title, the Customer hereby assigns to the Seller by way of security the resulting claim against the purchaser - in the event of co-ownership of the Seller in the goods subject to retention of title, proportionate to the co-ownership share. The same applies to other 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 in tort in the event of loss or destruction. The Seller revocably authorises the Customer to collect the claims assigned to the Seller in its own name. The Seller may only revoke this collection authorisation in the event of realisation.
- (7) If third parties lay claim to the goods subject to retention of title, in particular by seizure, the Customer shall immediately draw their attention to the Seller's ownership and inform the Seller of this, in order to enable the Seller to enforce its ownership rights. If the third party is not in a position to reimburse the Seller for the judicial or extrajudicial costs incurred in this connection, the Customer shall be liable to the Seller for these costs.
- (8) Upon request, the Seller shall release the goods subject to retention of title as well as the items or claims replacing them at the Seller's discretion if their value exceeds the amount of the secured claims by more than 50%.
- (9) If the Seller withdraws from the contract in the event of breach of contract by the Customer - in particular default of payment - (enforcement event), the Seller is entitled to demand the surrender of the goods subject to retention of title.

10. Final clauses

- (1) The place of jurisdiction for all possible disputes arising from the business relationship between the Seller and the Customer is Hildesheim or the domicile of the Customer, at the Seller's discretion. For lawsuits against the Seller, Hildesheim is the exclusive place of jurisdiction. Mandatory legal provisions concerning exclusive places of jurisdiction shall remain unaffected by this provision.
- (2) The relations between the Seller and the Customer are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.
- (3) Insofar as the contract or these General Conditions of Sale contain any gaps or omissions, those legally effective provisions shall be deemed agreed to fill these gaps or omissions which the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Conditions of Sale if they had been aware of the gap or omission.

Note:

The Customer agrees to the Seller storing data from the contractual relationship in accordance with the principles of the Federal Data Protection Act (version 2018) and the General Data Protection Regulation (as of 25/05/2018) and reserves the right to transmit this data to third parties (e.g. credit insurance companies) to the extent necessary to fulfil the contract.