









negligence, to fault-based claims for compensation for property damage or financial loss. The client must provide the seller with an opportunity to inspect the rejected articles of sale.

3. The delivered goods must be carefully inspected by the client or a third party appointed by him immediately upon delivery. They are deemed approved if the seller is not in receipt of a written notice of defects regarding obvious defects or other defects detected in the course of an immediate, thorough inspection within five working days of delivery of the article of sale, or otherwise within five working days of the discovery of the defect or any earlier period in which the defect was apparent to the client during normal use of the article of sale without any further inspection. At the request of the seller, the rejected article of sale must be returned carriage paid to the seller. In the event that the complaint is justified, the seller reimburses the cost of the shipping route with the most favourable terms. However, this does not apply if the costs increase because the article of sale is located at a place other than the place of intended use.
4. If acceptance of the goods or an initial sample inspection has been agreed, the notification of any defects that could have been detected by the client as part of careful acceptance testing or the initial sample inspection is excluded.
5. In cases of material defects of the goods supplied, the seller is entitled and obliged to make an initial choice between repair or replacement within a reasonable period. In the event of failure, i.e. impossibility, unacceptability, refusal or undue delay in repair or replacement, the client may withdraw from the contract or reduce the purchase price accordingly.
6. If a defect is the fault of the seller, the client may demand compensation in accordance with the conditions laid out in section IX.
7. In the event of defects in components made by other manufacturers that cannot be eliminated by the seller for licensing or practical reasons, the seller may, at his own discretion, assert his warranty claims against the manufacturers and suppliers on behalf of the client or assign them to the client. Warranty claims against the seller for such defects under other conditions and in accordance with these general terms and conditions of sale and delivery only apply if legal enforcement of the above-mentioned claims against the manufacturers and suppliers was unsuccessful or has no prospect of success, for example due to insolvency. The period of limitation for the warranty claims of the client against the seller shall be suspended for the duration of the legal dispute.
8. The warranty is void if the client modifies the article of sale or has it modified by a third party without the consent of the seller, thereby rendering the defects impossible or unreasonably difficult to rectify. In all cases, the client bears any additional costs for correction of the defect resulting from the modification.
9. Any deliveries of used goods agreed on a case-by-case basis with the client are subject to the exclusion of any liability for material defects.
10. Legal rights of recourse by the client against the seller exist only insofar as the client has not made any agreements with customers which go beyond the scope of statutory claims for defects.

### **VIII. Property rights**

1. The seller guarantees in accordance with the provisions of this section VIII that the article of sale is free of industrial property rights or copyrights of third parties in the country of manufacture. This warranty is expressly not provided outside the country of manufacture.

The preceding sentence does not apply and the seller provides no warranty with regard to the property rights of third parties if and to the extent that the seller has manufactured the article of sale to drawings, models or other equivalent descriptions or specifications provided by the client, and is unaware that in doing so it is infringing third party property rights.

2. Each contract partner will notify the other contract partner immediately in writing in the event that any claims of infringement of such rights are asserted.
3. In the event that the article of sale infringes an industrial property right or copyright of a third party exclusively in the country of manufacture, giving rise to a warranty obligation of the seller, the seller will modify or replace the article of sale at his own discretion and at his own expense to ensure that no rights of third parties are infringed, while also ensuring that the article of sale continues to fulfil the contractually agreed functions, or provide the client with the right of use through the conclusion of a license agreement. If this cannot be achieved within a reasonable period, the client is entitled to withdraw from the contract or reduce the purchase price accordingly. Any claims for damages asserted by the client are subject to the limitations laid out in section IX of these general terms and conditions of sale and delivery.
4. In the event of infringements by products made by other manufacturers and supplied by the seller, the seller will, at his own discretion, assert his claims against the manufacturers and suppliers on behalf of the client or assign them to the client. In such cases, claims against the seller are subject to the provisions of this section VIII, and then only if such claims are in accordance with statutory provisions and the legal enforcement of the above-mentioned claims against the manufacturers and suppliers was unsuccessful or has no prospect of success, for example due to insolvency.

### **IX. Liability**

1. The seller is liable for damages or reimbursement of expenses in accordance with the legal provisions, taking the limitations established in these general terms and conditions of sale and delivery into account.
2. To the extent that fault can be established in each case, the seller's liability for damages, regardless of the legal basis, but due in particular to impossibility, delay, incorrect or defective delivery, breach of contract, breach of obligations in contract negotiations and tort, is subject to the limitations laid out in these general terms and conditions of sale and delivery.
3. The seller is not liable for ordinary negligence on the part of its bodies, legal representatives, employees or other agents insofar as there is no infringement of essential contractual obligations. Essential contractual obligations are primarily the obligation to provide delivery and installation of the article of sale on time and free of significant defects, as well as the consulting, protection and due care obligations required to enable the client to use the article of sale as agreed in the contract or to ensure protection of the client's staff from death or injury or protection of the client's property from significant damage.
4. To the extent that the seller is liable for damages on the merits, this liability is limited to damages foreseen by the seller on conclusion of the contract as a possible consequence of an infringement of contract, or that should have been foreseen through the proper application of due diligence. In addition, indirect and consequential damage resulting from defects in the article of sale are only eligible for compensation if such damage is typically to be expected during normal operation of the article of sale for its intended use.

5. In the event of ordinary negligence, the liability of the seller for damage to property and financial loss is limited to an amount of EUR 10 million per case of damage, even in cases of infringement of essential contractual obligations.
6. The aforementioned liability exclusions and limitations apply to the same extent to the benefit of the bodies, legal representatives, employees and other agents of the seller.
7. To the extent that the seller provides technical information and that such information or advice is not part of the seller's contractually agreed scope of performance, it is provided free of charge and to the exclusion of any liability.
8. The limitations laid out in this section IX and these general terms and conditions of sale and delivery do not apply to the seller's liability for wilful or grossly negligent conduct, for guaranteed characteristics, for injury to life, body or health, or under the Product Liability Act.

### **X. Retention of title**

1. The following agreed retention of title serves to secure all existing current and future claims by the seller against the buyer arising from the existing supply relationship between the contract partners (including current account balance claims limited to this supply relationship).
2. The goods delivered by the seller to the buyer remain the property of the seller until full payment of all secured claims. These goods, and goods in their place covered by retention of title under this clause, are referred to below as goods subject to retention.
3. The buyer holds the goods subject to retention in safe custody for the seller.
4. The buyer is entitled to process and sell the goods subject to retention in the ordinary course of business until the occurrence of an enforcement event (clause 9). Pledging and assignment as security are not permitted.
5. If the goods subject to retention are processed by the buyer, it is agreed that the processing is done on behalf of and for the account of the seller as the manufacturer, and that the seller immediately acquires ownership or – if the processing is of materials from several owners or if the value of the processed property is higher than the value of the goods subject to retention – co-ownership (fractional ownership) of the newly created property in the ratio of the value of the goods subject to retention to the value of the newly created property. In the event that no such acquisition of ownership by the seller is intended, the buyer first transfers his future ownership or co-ownership – in the aforementioned ratio – of the newly created property to the seller as security. If the goods subject to retention are combined with other properties into a single property or mixed inseparably, and if one of the other properties may be regarded as the main property, and if the main property is under the ownership of the seller, the seller transfers co-ownership of the single property to the buyer in the ratio referred to in clause 1.
6. In the event of resale of the goods subject to retention, the buyer immediately assigns as security the resulting claim against the purchaser to the seller – in the ratio of the seller's ownership in the event of co-ownership of the goods subject to retention. The same applies to other claims which take the place of the goods subject to retention or otherwise arising with respect to the goods subject to retention, such as for example insurance claims or tort claims for loss or destruction. The seller grants the buyer the revocable authority to collect the claims assigned to the seller in his own name. The seller may revoke this collection authorisation only in the event of an enforcement event.

7. In the event that the goods are subject to claims by third parties, in particular through seizure, the buyer will inform them without delay that the goods subject to retention are the property of the seller and inform the seller of this in order to enable the enforcement of the seller's property rights. If the third party is not in a position to reimburse the seller for judicial or extrajudicial costs arising in this context, the buyer is liable to the seller for them.
8. On request and at its own discretion, the seller will release the goods subject to retention, and property or claims in their place, if their value exceeds the amount of the secured claims by more than 30%.
9. If the seller withdraws from the contract as a result of a breach by the buyer – in particular default of payment – he is entitled to reclaim the goods subject to retention (enforcement event).

## **XI. Final provisions**

1. The place of jurisdiction for any disputes arising from the business relationship between the seller and the client is, at the seller's discretion, the place of business of the seller or the place of business of the client. For claims against the seller, the exclusive place of jurisdiction is Rottweil, Germany. Mandatory statutory provisions concerning exclusive jurisdiction remain unaffected by this provision.
2. The relationship between the seller and the client is subject exclusively 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) does not apply.
3. If the contract or these general terms and conditions of sale and delivery contain loopholes, the legally effective provisions to fill these loopholes that are deemed to be agreed are those that the parties would have agreed, had they been aware of the loopholes, in order to fulfil the economic objectives of the contract and the purpose of these general terms.

Schramberg, 25.04.2024

The Management Board