

General Terms and Conditions of Sale and Delivery



As of November 2024

1. Scope, General

1.1 These General Terms and Conditions of Sale and Delivery (GTC) of XCMG European Sales and Services GmbH ("We/Us") apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), i.e., (i) natural or legal persons who purchase goods or services for commercial or professional use and (ii) to entities under public law and special funds under public law.

1.2 The following terms and conditions (GTC) apply exclusively to the business relationship with our customers, including for information and advice. If our GTC have been introduced into the transaction with the customer, they shall also apply to all further business relationships between the customer and us, unless expressly agreed otherwise.

Any deviating General Terms and Conditions of the buyer and/or purchaser - hereinafter referred to as "**customer(s)**" - shall only apply if and to the extent we expressly recognize them; otherwise, they shall be rejected. Our silence regarding such deviating General Terms and Conditions shall not be deemed in particular to constitute recognition or consent, not even in the case of future contracts.

Our GTC shall apply in place of any General Terms and Conditions of the customer, in particular the customer's Terms of Purchase (TP), even if according to such TP the acceptance of the order is stipulated as unconditional acceptance of the Terms of Purchase, or if we deliver after the customer has indicated the applicability of his General Terms of Purchase, unless we have expressly waived the application of our GTC to the customer. The exclusion of the customer's General Terms and Conditions shall also apply if the General Terms and Conditions do not contain separate provisions for individual provisions of our GTC.

1.3 If framework agreements or other contracts have been concluded with the customer, these shall take precedence over these GTC. They shall be supplemented by these GTC unless more specific provisions are made therein.

1.4 Insofar as claims for damages are mentioned in the following, this also refers to claims for reimbursement of expenses within the meaning of Section 284 BGB.

2. Information / Consultation / Characteristics of Products and Services / Cooperation of the Customer

2.1 Information and explanations regarding our products and services by us or our sales agents are provided exclusively based on our previous experience. They do not constitute any agreement on properties or guarantees with regard to our products. The values specified therein are to be regarded as average values of our products.

2.2 Insofar as we provide application or installation instructions, these are drawn up with industry-standard care but do not release our customers from the obligation to carefully check the products regarding their suitability for the intended purpose and the trouble-free implementability of our instructions. The same applies to our information regarding import, customs and/or licensing regulations.

Unless otherwise agreed, the customer remains independently obligated to verify the usability of our products and/or services for the purpose intended by the customer.

2.3 We only assume an obligation to provide advice in an express, separate consultancy agreement.

2.4. A no-fault guarantee shall only be deemed to have been assumed by us if we have designated a property

and/or performance outcome as "legally guaranteed" in writing.

2.5 We assume no liability for the usability and/or registrability and/or marketability of our products or services for the purpose intended by the customer or in the country of use intended by the customer beyond statutory mandatory liability, unless we have expressly agreed otherwise with the customer. The provision of Clause 11 remains unaffected.

2.6 The customer is obligated to perform all necessary cooperation actions from their sphere in a timely manner and completely free of charge so that we can provide our service in accordance with the contract, in particular to provide us with all information and data required for the provision of the service in a timely and complete manner as an essential obligation to cooperate.

3. Test Specimens / Documents and Data Provided / Samples / Cost Estimates

3.1 The properties of samples or test specimens shall only become part of the contract if this has been expressly agreed. The customer is not entitled to utilize and pass on samples.

If we sell to the customer on the basis of a product sample or demonstration model, deviations therefrom in the delivered goods shall be permissible do not entitle the customer to make complaints and claims against us, unless otherwise agreed, if they do not have a lasting influence on the normally intended use of the delivered goods, i.e., do not cause any functional impairment and any agreed specifications are met by the delivered goods and the goods remain suitable for the contractually presumed purpose.

3.2 We reserve all property rights and copyrights to samples, illustrations, images, photos, drawings, data, cost estimates and other documents about our products and services disclosed or provided to the customer. The customer undertakes not to make the samples, data, drawings, photos and/or documents referred to in the preceding sentence available to third parties unless we give our express consent. They must be returned to us without delay, at the latest 4 weeks after receipt, if an order based thereon is not placed with us. This shall also apply if the right to retain the aforementioned items and/or data is not otherwise contractually regulated in favor of the customer.

The provisions of sentences 1 and 2 shall apply accordingly to documents, drawings or data of the customer; however, we may make these accessible to third parties to whom we permissibly transfer deliveries and/or services contracted with the customer, or whom we use as vicarious agents or suppliers.

3.3 Our cost estimates shall only be binding if they are expressly designated as binding and, in the case of purchase contracts, work is commenced on a contractual basis after receipt of the cost estimate by the customer, but no later than within 14 calendar days after receipt of the cost estimate by the customer.

4. Conclusion of Contract / Performance Obligation (Scope of Delivery and Service) / Procurement Risk and Guarantee

4.1 Our offers are subject to change unless they are expressly marked as binding or contain explicit binding commitments or their binding nature has been expressly agreed with the customer. They are invitations to place orders by the customer and not a binding offer on our part.

The customer shall be bound to their order as a contract offer for 14 calendar days - in case of electronic orders 4 working days (in each case at our registered office) - after receipt of the order by us, unless the customer

must regularly expect a later acceptance by us (Section 147 BGB). This shall also apply to subsequent orders placed by the customer.

4.2 A contract shall only come into existence - even in ongoing business transactions - when we confirm the customer's order in writing or text form (i.e., also by fax or email) by order confirmation. In the event of delivery or service within the customer's binding period for the offer, our order confirmation may be replaced by our delivery or service, whereby the dispatch of the delivery or performance of the service shall be decisive.

Our order confirmation shall only be valid subject to the condition that any outstanding payment arrears of the customer are settled and that a credit check carried out by us or on our behalf concerning the customer remains without negative information.

4.3 In the case of call-off orders or customer-related delays in acceptance, we shall be entitled to procure the material or product for the entire order and to manufacture and/or cover the entire order quantity of agreed delivery items immediately. Any change requests by the customer can therefore no longer be taken into account after the order has been placed, unless this has been expressly agreed. For call-off orders without agreement on delivery date, batch sizes and/or acceptance dates, we may, no later than 3 months after order confirmation, demand an immediate, binding determination thereof from the customer within a time corridor of a further 2 months. If the customer fails to comply with this demand within 2 weeks, we shall be entitled, after setting the customer a grace period of two weeks, to withdraw from the unfulfilled part of the contract and claim damages instead of performance.

4.4 The customer must notify us in writing or in text form of any special requirements for our products in good time before conclusion of the contract. However, such notifications shall not extend our contractual obligations and liability.

4.5 Deviating from Section 434 BGB, the delivery item supplied by us shall be free from material defects if it has the properties agreed in the contractual specification, or in the absence thereof, the properties listed in our technical data sheet at the time of conclusion of the contract and is suitable for the contractually presumed purpose. Section 434 (2) No. 3 and (3) No. 4 (accessories and instructions) and 434 (3) No. 2 lit b) (properties from public statements and advertising) as well as Section 434 (3) last paragraph (non-binding of the seller to public statements) remain unaffected. In the absence of any express agreement to the contrary, we shall not be liable for any other properties of the delivery item, in particular (i) the usual properties that the buyer can expect for items of this type, (ii) the suitability required under the contract, (iii) suitability for normal use, (iv) the properties of a sample or specimen.

4.6 Unless otherwise expressly agreed, we are only obligated to deliver the ordered products as goods that are marketable and approved in the Federal Republic of Germany.

4.7 We are only obligated to deliver from our own stock of goods (stock debt).

4.8 The assumption of a no-fault, guarantee-like procurement risk within the meaning of Section 276 BGB or a procurement guarantee does not lie solely in our obligation to deliver an item determined only by category.

4.9 We shall only assume such procurement risk within the meaning of Section 276 BGB by virtue of express, separate agreement using the phrase "we assume the procurement risk...".

4.10 If the acceptance of the products or their shipment or the acceptance of our service is delayed for reasons for which the customer is responsible, we shall be enti-

tled, after setting and expiry of a 14-calendar day grace period, at our discretion to demand immediate payment of remuneration or to withdraw from the contract or to refuse service and demand damages instead of the entire service. The time limit must be set in writing or text form. We do not have to refer again to the rights arising from this clause.

In the case of the aforementioned claim for damages, the damages to be paid shall amount to 15% of the net delivery price for purchase contracts or 15% of the agreed net remuneration for service contracts. The customer reserves the right to prove that the damage was substantially lower (more than 10% lower). These provisions are not associated with a reversal of the burden of proof.

4.11 If the agreed shipment is delayed at the customer's request or for reasons for which the customer is responsible, or if the customer is in default of acceptance, we shall be entitled, beginning with the expiry of the reasonable period set in writing or text form in the notification of readiness for shipment, or with the beginning of the default in acceptance, to store the goods at the customer's risk of loss and deterioration and to charge the customer for the storage costs thus incurred. The stored goods shall only be insured at the customer's special request. The assertion of further rights remains unaffected. The customer reserves the right to prove that substantially lower costs (more than 10% lower) were incurred.

Furthermore, after expiry of the aforementioned period pursuant to Clause 4.10 para. 1 sentence 1, we shall be entitled to dispose otherwise of the contractual goods and to supply the customer with a reasonable period (= original delivery period plus 7 calendar days disposition period).

4.12 In case of delayed delivery order or call-off on the customer's part, we shall be entitled to postpone the delivery by the same period as the customer's delay plus a disposition period of 4 working days at the location of our registered office.

If a purchase on call has been concluded, the individual call-offs by the customer must, unless otherwise agreed, reach us at least 4 weeks before the desired delivery date, unless a shorter call-off or delivery period has been expressly agreed. Unless expressly agreed otherwise, the customer is obligated to take delivery of the purchased goods in full within 6 months after receipt of the order confirmation. If the call-offs are not made in time, we shall be entitled to send a reminder regarding the call-offs and their scheduling and set a grace period for call-off and scheduling of 14 calendar days, which must provide for acceptance within 4 weeks after receipt of our request. If this period expires without result, we shall be entitled to withdraw from the contract or claim damages instead of performance. We do not have to refer again to the rights arising from this clause. Clause 4.10 para. 2 shall apply accordingly.

4.13 We only owe user information for our products and a product label - unless expressly agreed otherwise in writing or text form or if we are subject to different statutory regulation - in German or, at our discretion, in English.

4.14 We reserve the right to modify the specification of the goods to the extent necessary to comply with legal requirements, provided that such modification does not cause any deterioration in terms of quality and usability for the contractually presumed purpose. If this is not possible, the contract shall be adjusted accordingly. If this is not possible or is objectively unreasonable for one party, e.g., because due to the modification the product is no longer usable for the customer, or a modification cannot be implemented with our production capacities or sources of supply, both parties shall have the right to withdraw from the unfulfilled part of the contract without compensation.

4.15 We are entitled to make excess or short deliveries of up to 5% of the agreed delivery quantity.

4.16 We are further entitled to deliver products with commercially customary deviations in quality, dimension, weight, color and equipment. Such goods shall be deemed to conform to the contract.

5. Delivery / Place of / Delivery Time / Default in Delivery / Packaging

5.1 Binding delivery dates and periods must be expressly agreed. In case of non-binding or approximate (circa, about, etc.) delivery dates and periods, we shall endeavor to comply with these to the best of our ability.

5.2 Delivery and/or service periods shall begin upon receipt of our order confirmation by the customer, or in the absence thereof and insofar as the order confirmation is replaced by our delivery/service (see Clause 4.2 para. 1 sentence 2 of the GTC), 3 working days at our registered office after receipt of the customer's order and acceptance thereof by us, but not before all details of the execution of the order have been clarified and all other prerequisites to be fulfilled by the customer have been met, in particular agreed advance payments or securities and necessary cooperation services have been provided in full. The same applies to delivery dates and service dates. If the customer has requested changes after placing the order, a new reasonable delivery and/or service period shall commence upon confirmation of the change by us. Reasonable means a delivery period corresponding to the original remaining delivery period plus the period of change negotiations and a disposition period of 14 calendar days.

5.3 Deliveries and/or services on our part before expiry of the delivery/service time are permissible. For collection debts, the delivery day shall be deemed to be the day of notification of readiness for dispatch, otherwise the day of dispatch of the products, for delivery debts the day of delivery at the agreed place of delivery.

We are entitled to make partial deliveries within the delivery period if the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the customer does not incur any significant additional expense or additional costs unless we declare our willingness to bear these costs. The additional expense is significant if it exceeds 5% of the net remuneration for the contractually owed service.

5.4 If we are in default of delivery, the customer must first set us a reasonable grace period of at least 14 calendar days for performance. If this period expires without result, claims for damages due to breach of duty - regardless of the reason - shall only exist in accordance with the provisions in Clause 11.

5.5 We shall not be in default as long as the customer is in default with the fulfillment of obligations towards us, including those from other contracts.

5.6 As long as the means of transportation to be provided by the customer in case of a shipping debt are not available, we shall not be obligated to deliver, unless we have undertaken to provide the means of transportation or a delivery debt has been agreed. However, we shall be entitled to effect delivery using our own or rented means of transportation if the dispatch or call-off order can be executed. In this case, the goods travel at the customer's risk.

5.7 If no collection date is specified in the order which we have confirmed or must confirm for it to become binding, or if acceptance does not take place on the agreed collection date, in case of agreed shipping or delivery obligation, we shall, at our discretion, ship the contractual goods with a carrier commissioned by us or store the contractual goods at the customer's expense. We shall charge the customer additionally for any packaging, transport and insurance costs incurred (the latter

insofar as transport insurance has been agreed) upon dispatch.

5.8 During unloading and collection of the goods, the customer must assist our personnel if this is necessary and technically and logically reasonable for the customer, in particular by providing a suitable forklift truck.

5.9 We shall only take back packaging in the absence of other agreement on the basis of and to the extent of legal obligation.

6. Force Majeure / Self-Supply / Hardship Cases

6.1 If, for reasons beyond our control, we do not receive deliveries or services from our sub-suppliers for the provision of our contractually owed deliveries or services, despite proper and sufficient coverage before conclusion of the contract with the customer in accordance with the quantity and quality from our delivery or service agreement with the customer (i.e., so that with fulfillment of the supply or subcontractor relationship towards us, we can fulfill the contract with the customer according to type of goods, quantity of goods and delivery time and/or service related to the goods/service of the supplier - congruent coverage), not at all, not correctly or not in time, or if events of force majeure of not insignificant duration (i.e., with a duration of more than 14 calendar days) occur, we shall inform our customer immediately in writing or in text form. In this case, we shall be entitled to postpone the delivery for the duration of the hindrance or to withdraw from the contract in whole or in part with regard to the not yet fulfilled part, provided that we have fulfilled our aforementioned obligation to inform and have not assumed the procurement risk within the meaning of Section 276 BGB or a delivery guarantee. Force majeure shall be deemed equivalent to strike (including internally caused), lock-out, cyber attacks, official interventions, energy and raw material shortages, epidemics, pandemics, transport bottlenecks or obstacles through no fault of our own, in particular general curfews and/or contact bans, as well as operational disruptions through no fault of our own - e.g., due to fire, water and machine damage - and all other hindrances which, from an objective point of view, have not been culpably caused by us.

6.2 If a delivery date or delivery period has been bindingly agreed and if, due to events according to Clause 6.1, the agreed delivery date or agreed delivery period is exceeded, the customer shall be entitled to withdraw from the contract with regard to the not yet fulfilled part after the fruitless expiry of a grace period of 14 calendar days. Further claims of the customer, in particular claims for damages, are excluded in this case.

6.3 The above provision pursuant to Clause 6.2 shall apply accordingly if, for the reasons stated in Clause 6.1, even without contractual agreement of a fixed delivery date, it is objectively unreasonable for the customer to continue to adhere to the contract.

6.4 If we are obligated to make single or multiple deliveries (call-off delivery), our delivery obligation shall cease if the legal and/or economic and/or logistical and/or procurement conditions in the market for the provision of the contractual delivery and/or service have changed compared to the time of contract conclusion in such a way that from an objective point of view, we can no longer reasonably be expected to fulfill the delivery obligation. This is particularly the case if: (i) due to general shortage of raw materials and/or parts shortages, the delivery item or parts thereof or necessary raw materials cannot be procured on the procurement market within sufficient time to meet the delivery deadline owed to the customer, even outside our usual suppliers up to this point, despite immediate ordering after contract conclusion, or (ii) procurement is not possible for legal reasons up to this deadline due to an embargo or other state-imposed sanctions, provided that we would place an order on the procurement market immediately after call-off by the customer in case of call-off delivery obligation or after contract conclusion in case of single delivery. The exemption from performance shall also

apply if the price for a required raw material or the goods for fulfilling the delivery obligation increases by more than 50% compared to the time of contract conclusion, unless the customer declares willingness to assume at least half of the price increase, or we are entitled to pass on this price increase to the customer for other reasons. The aforementioned lapse of our delivery obligation shall also occur if the situation leading to the aforementioned unreasonableness or the event leading thereto was in principle foreseeable, but not specifically foreseeable for us at the time of contract conclusion. As a prerequisite for our release from performance, we shall inform the customer immediately in writing or text form if the aforementioned situation becomes foreseeable for us, leading to a release from performance in the aforementioned sense. In this case, the parties shall immediately negotiate an adjustment of the contract, taking into account the interests of both parties, which takes the aforementioned situation into account. If, at the request of one of the parties to the contract, such an agreement is not reached within 30 calendar days, both parties shall be entitled to withdraw from the affected contractual relationship without compensation or, in the case of a continuing obligation, to terminate without notice. Withdrawal is excluded for a party that refuses negotiations for adjustment or adjustment of the contract in bad faith.

7. Shipment / Transfer of Risk / Acceptance

7.1 Unless otherwise expressly agreed, delivery shall be made Ex Works Incoterms 2020. For collection and dispatch debts, the goods travel at the risk and expense of the customer.

7.2 In case of agreed shipment, the choice of transport route and means of transport shall remain reserved to us in the absence of other agreement. However, we shall endeavor to take into account the customer's wishes regarding mode of dispatch and shipping route, although the customer shall have no claim to this. Any resulting additional costs - even in case of agreed freight-free delivery - shall, like the transport and insurance costs, be borne by the customer.

If, in case of agreed shipping, shipping to the destination port agreed between the customer and us is not possible for reasons beyond our control (e.g., epidemic/pandemic), we shall be entitled, after prior notification, to deliver to another port or by land route at our reasonable discretion (Section 315 BGB). The customer shall bear the additional costs arising therefrom. The above right to change performance and the obligation to bear costs shall not apply if we have not assumed a delivery guarantee or, in case of agreed delivery obligation, a guarantee-like procurement risk pursuant to Section 276 BGB. In this case, transport insurance shall only be taken out on the instruction and at the expense of the buyer. Section 315 III BGB (right to judicial review of the equity decision) remains unaffected.

If shipment is delayed at the customer's request or due to the customer's fault compared to the agreed time at the customer's request, we shall store the goods at the customer's expense and risk. Clause 4.11 para. 2 shall apply accordingly.

In this case, notification of readiness for dispatch shall be equivalent to dispatch.

7.3 The risk of accidental loss or accidental deterioration shall pass to the customer in case of agreed collection debt upon handover of the products to be delivered to the customer, in case of agreed dispatch debt to the forwarding agent, the carrier or any other enterprises designated to carry out the shipment, at the latest, however, upon leaving our factory or our warehouse or our branch office or the manufacturer's factory. The above shall also apply if an agreed partial delivery is made.

In case of an agreed delivery obligation, the risk shall pass upon provision for unloading at the agreed place of delivery. Clause 7.5 remains unaffected.

7.4 If the shipment is delayed because we make use of our right of retention due to complete or partial default in payment by the customer, or for any other reason for which the customer is responsible, the risk shall pass to the customer at the latest from the date of dispatch of the notification of readiness for dispatch and/or service to the customer.

7.5 Insofar as acceptance of our goods and/or services has to take place, this shall be decisive for the transfer of risk. It must be carried out immediately at the agreed acceptance date, alternatively immediately after our notification of readiness for acceptance. The customer may not refuse acceptance in case of a non-essential defect. Non-essential defects are those which do not render the function of the delivery item inoperative.

8. Notice of Defects / Breach of Duty in Form of Poor Performance due to Material Defects (Warranty)

8.1 Recognizable material and/or legal defects must be reported to us by the customer without delay, but no later than 12 calendar days after collection in case of delivery ex works or warehouse, otherwise in case of agreed shipping obligation after handover to the carrier and in case of agreed delivery obligation after delivery, hidden material and/or legal defects immediately after discovery, the latter however at the latest within the warranty limitation period according to Clause 8.6 in writing or in text form. A notice not made in due time or form shall exclude any claim of the customer for breach of duty due to material defects. This shall not apply in case of intentional, grossly negligent or fraudulent acts on our part, in case of injury to life, body or health or assumption of a guarantee of freedom from defects, or a procurement risk pursuant to Section 276 BGB within the meaning of Clause 4.8 or other mandatory statutory liability provisions and in case of recourse claims in the supply chain (Sections 478, 445a BGB).

8.2 The customer must carry out a plausibility check when accepting our delivery, i.e., check for type of goods, quantity/weight and condition. Material defects, type defects and/or quantity/weight defects recognizable upon delivery or collection must also be reported to the delivering transport company and the written or textual recording of the defects on the delivery papers/CMR must be arranged by the customer on site from the latter. A failure to arrange the recording of the notice of defects to the delivering transport company in due time or form shall exclude any claim of the customer for breach of duty due to material defects. This shall not apply in case of fraudulent, intentional or grossly negligent acts on our part, in case of injury to life, body or health, or assumption of a procurement risk pursuant to Section 276 BGB, a guarantee of freedom from defects, or liability under mandatory statutory liability provisions and in case of recourse claims in the supply chain (Sections 478, 445a BGB).

To the extent that quantity and weight defects were already recognizable upon delivery according to the above inspection obligations, the customer must complain about these defects to the delivering carrier upon receipt of the products and have the complaint certified in writing on the delivery papers/CMR. A complaint not made in due time to the carrier or a certificate not provided in the correct form by the carrier shall also exclude any claim made by the customer for breach of duty due to material defects in this respect. This shall not apply in case of fraudulent, intentional, grossly negligent acts on our part, in case of injury to life, body or health or assumption of a guarantee of freedom from defects, assumption of a procurement risk pursuant to Section 276 BGB or in case of liability due to a mandatory statutory liability provision and in case of recourse claims in the supply chain (Sections 478, 445a BGB).

8.3 It is incumbent upon the customer to clarify by means of appropriate tests in terms of scope and methodology before commencement of any of the aforementioned activities or other use of the products supplied by

us whether the delivered products are suitable for the intended purposes of use.

8.4 Other breaches of duty on our part must be notified by the customer in writing or in text form, setting a reasonable deadline for remedy, before asserting further rights, otherwise the customer shall lose their rights arising from the breach of duty. This shall not apply in case of intentional, grossly negligent or fraudulent acts on our part, in case of injury to life, body or health or assumption of a guarantee or a procurement risk pursuant to Section 276 BGB or in case of a mandatory statutory liability provision.

8.5 Upon commencement of processing, treatment, combining or mixing with other items, the delivered products shall be deemed to have been approved by the customer in accordance with the contract.

8.6 For claims arising from breach of duty due to poor performance in the form of material defects, the limitation period shall be 12 months, calculated from the day of transfer of risk (see Clauses 7.3 - 7.5), in the case of refusal of acceptance or taking delivery by the customer from the time of notification of readiness for taking delivery of goods, unless expressly agreed otherwise. This shall not apply to claims for damages arising from a guarantee, the assumption of a procurement risk within the meaning of Section 276 BGB, claims due to injury to life, body or health, fraudulent, intentional, or grossly negligent acts on our part, or in cases of Sections 478, 445a (recourse in the supply chain), Section 438 para. 1 No. 2 (construction of buildings and delivery of items for buildings) and Section 634a para. 1 No. 2 BGB (construction defects). The above provision shall not involve a reversal of the burden of proof.

8.7 If the customer or a third party improperly repairs products delivered by us and the defect is based on this, we shall not be liable for the resulting consequences. The same applies to changes to the delivery item made without our prior consent.

8.8 Further claims of the customer due to or in connection with defects or consequential damages caused by defects, for whatever reason, shall exist only subject to the provisions of Clause 11.

8.9 Any warranty and liability shall be excluded if the customer does not observe our technical specifications or instructions of use for the delivery item as set forth in accordance with the concluded contract or our specifications in this respect, insofar as the defect is based on this.

8.10 Claims of the customer for expenses required for the purpose of subsequent performance, in particular transport, travel, labor and material costs, shall be excluded insofar as the expenses increase because the delivery item has subsequently been taken to a place other than the customer's delivery branch, unless such relocation corresponds to its intended use. Section 439 para. 3 BGB (bearing of installation and removal costs for defective products by the seller) remains unaffected.

8.11 No claims for defects shall exist in case of only insignificant (i.e., barely visible/noticeable) deviation from the agreed or usual quality or usability.

8.12 We do not assume any warranty pursuant to Sections 478, 445a BGB (recourse in the supply chain - supplier's recourse) if the customer has processed, treated or otherwise modified the products delivered by us under the contract, unless this corresponds to the contractually agreed intended purpose of the products.

8.13 The acknowledgment of material defects requires an express declaration of acknowledgment on our part.

9. Prices / Payment Terms / Defense of Uncertainty

9.1 All prices are quoted in principle in EURO net excluding packaging, freight, postage and - if transport insur-

ance has been agreed - insurance costs, plus value added tax (if legally applicable) to be borne by the customer at the statutory rate applicable when payment is due, ex our works or warehouse plus any country-specific charges for delivery to countries other than the Federal Republic of Germany, plus customs duties and other fees and public charges for the delivery/service. The valid prices shall result - in the absence of any other agreement with the customer - from our general price list applicable at the time of conclusion of the contract between us and the customer, which shall be made available to the customer free of charge upon first request without delay.

9.2 Payment methods other than bank transfer require separate, express agreement between us and the customer; this applies in particular to the issuance of checks and bills of exchange.

9.3 Insofar as taxes or levies are incurred by the customer or by us on the service provided by us (withholding tax), the customer shall indemnify us from such taxes and levies.

9.4 We are entitled to issue partial invoices according to the progress of order processing and/or to demand advance payments according to the progress of processing, and to issue invoices purely digitally.

9.5 Unless otherwise expressly agreed, payment shall become due upon receipt of our notification of the availability of the goods to the customer in case of agreed collection debt, in the absence thereof upon collection of the goods, in case of shipping debt upon handover to the carrier and in case of agreed delivery debt upon delivery of the goods. An agreed granting of discount requires the settlement of all previously due invoices as a prerequisite. Without express agreement, the customer is not entitled to deduct a discount.

9.6 If the customer pays in a currency other than EURO, performance shall only be deemed to have occurred when the foreign currency payment corresponds to the agreed EURO amount on the day of receipt of payment.

9.7 Services which are not part of the agreed scope of delivery shall, in the absence of any agreement to the contrary, be performed by us on the basis of our respective valid general price lists for such services.

9.8 We are entitled to increase the remuneration unilaterally accordingly in the event of increases in material production and/or material and/or product procurement costs, wage and incidental wage costs, social security contributions as well as energy costs and costs due to environmental requirements, and/or currency regulations and/or changes in customs duties, and/or freight rates and/or public charges if these directly or indirectly influence the costs of manufacturing goods or procurement costs, or costs of our contractually agreed deliveries and/or services and if more than 4 months lie between conclusion of contract and delivery. An increase in the aforementioned sense shall be excluded to the extent that the cost increase for individual or all of the aforementioned factors is offset by a cost reduction for other of the mentioned factors with regard to the total cost burden for the delivery (balancing). If the aforementioned cost factors decrease without the cost reduction being offset by the increase of other aforementioned cost factors, the cost reduction shall be passed on to the customer within the framework of a reduction in remuneration.

If the new price based on our aforementioned price adjustment right is 20% or more above the original price, the customer shall be entitled to withdraw from contracts not yet fully performed for the part not yet performed. However, they can only exercise this right immediately after notification of the increased price.

9.9 If we exceptionally bear the freight costs according to contract, the customer shall bear the additional costs arising from increases in freight rates after conclusion of

the contract, unless expressly agreed otherwise with the customer.

9.10 Agreed payment periods shall run from the day of delivery.

9.11 Upon occurrence of default, default interest shall be charged at 9% above the respective base interest rate (Section 247 BGB) applicable when the payment claim becomes due. The right to claim further damages remains reserved.

9.12 In case of agreed bank transfer, the date of receipt of payment by us or the credit entry on our account or on the account of the paying agent specified by us shall be deemed the day of payment.

9.13 Default in payment by the customer shall cause all payment claims from the business relationship with the customer to become immediately due. Regardless of any agreements concerning deferment, bill of exchange terms and installment payments, in this case all liabilities of the customer towards us shall become immediately due for payment.

9.14 If payment terms are not complied with by the customer or circumstances become known or recognizable which, according to our dutiful commercial discretion, give rise to justified doubts about the creditworthiness of the customer, including such facts that already existed at the time of conclusion of the contract but were not known to us or did not have to be known to us, we shall be entitled in these cases, without prejudice to further statutory rights, to cease work on current orders or stop deliveries and to demand advance payments or provision of a bank guarantee from a German credit institution affiliated with the deposit protection fund for outstanding deliveries, and after unsuccessful expiry of a reasonable grace period for the provision of such securities - without prejudice to further statutory rights - to withdraw from the contract with respect to the part not yet fulfilled. The customer shall be obligated to compensate us for all damages arising from the non-execution of the contract.

9.15 The customer shall only have a right of retention or set-off with respect to such counterclaims that are undisputed or have been legally established. This shall apply accordingly if the counterclaim set off is in *synallagma* (i.e., in the reciprocal relationship of two performances under the contract concluded with us) with our claim and concerns a breach of a main performance obligation by us.

9.16 A right of retention may only be exercised by the customer insofar as their counterclaim is based on the same contractual relationship.

9.17 Incoming payments shall first be used to settle costs, then interest and finally the principal claims according to their age.

Any conflicting provision by the customer upon payment shall be disregarded.

9.18 For the timeliness of payment, regardless of the method of payment, only the date of booking to our account shall be decisive. In case of check payments, the value date shall be decisive. Payments by the customer must be made in our favor free of postage and expenses.

9.19 We are entitled to assign all claims from the contractual relationship with the customer to third parties without restriction.

10. Retention of Title, Seizures

10.1 We retain title to all goods delivered by us (hereinafter referred to as "**Reserved Goods**") until all our claims arising from the business relationship with the customer, including future claims from contracts concluded later, are settled. This also applies to a balance in our favor when individual or all claims from us are in-

cluded in a current account (running account) and the balance is drawn.

10.2 The customer is obligated to sufficiently insure the Reserved Goods, particularly against fire and theft. Claims against the insurance from an incident involving the Reserved Goods are hereby assigned to us in the amount of the value of the Reserved Goods.

10.3 The customer is authorized to resell the delivered products in the ordinary course of business. Other dispositions, especially pledging or granting of security ownership, are not permitted. If the Reserved Goods are not paid for immediately by the third-party buyer upon resale, the customer is obliged to resell only under retention of title. The authorization to resell the Reserved Goods ceases without further action if the customer stops payments or is in default of payment to us.

10.4 The customer hereby assigns to us all claims including securities and ancillary rights that arise from or in connection with the resale of the Reserved Goods to the end customer or to third parties. He may not enter into any agreement with his customers that excludes or impairs our rights in any way, or that voids the advance assignment of the claim. In the case of the sale of Reserved Goods with other items, the claim against the third-party buyer is considered assigned in the amount of the delivery price agreed between us and the customer, unless the amounts attributable to the individual goods can be determined from the invoice.

10.5 The customer remains authorized to collect the assigned claims until we revoke this authorization at any time. Upon our request, he is obliged to immediately provide us with all information and documents necessary for the collection of assigned claims and, unless we do this ourselves, to inform his customers immediately of the assignment to us.

10.6 If the customer includes claims from the resale of Reserved Goods in an existing current account relationship with his customers, he hereby assigns to us any recognized closing balance in his favor in the amount of the total claims from the resale of our Reserved Goods included in the current account relationship.

10.7 If the customer has already assigned claims from the resale of the products delivered or to be delivered by us to third parties, particularly due to genuine or non-genuine factoring, or has made other arrangements that could impair our current or future security rights according to Clause 10, he must notify us immediately. In the case of non-genuine factoring, we are entitled to withdraw from the contract and demand the return of the products already delivered. The same applies in the case of genuine factoring if the customer cannot freely dispose of the purchase price of the claim according to the contract with the factor.

10.8 In the event of contract-breaching behavior caused by the customer, particularly in the case of default in payment, we are entitled to withdraw from the contract and reclaim all Reserved Goods. In this case, the customer is obliged to surrender the goods without further ado. To ascertain the inventory of goods delivered by us, we may enter the customer's business premises at any time during normal business hours. The taking back of the Reserved Goods constitutes a withdrawal from the contract only if we expressly declare this in writing or if mandatory statutory provisions require it. The customer must immediately notify us in writing of any third-party access to the Reserved Goods or claims assigned to us.

10.9 If the value of the securities existing for us according to the aforementioned provisions exceeds the secured claims by more than 10%, we are obliged, at the customer's request, to release securities of our choice to that extent.

10.10 Processing and transformation of the Reserved Goods are carried out for us as a manufacturer, but do not oblige us. If the Reserved Goods are processed or

inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in proportion to the net invoice amount of our goods to the net invoice amounts of the other processed or mixed items. If our goods are combined with other movable items to form a uniform item that is to be regarded as the main item, the customer hereby transfers co-ownership to us in the same ratio. The customer holds the property or co-ownership free of charge for us. The co-ownership rights arising thereafter are regarded as Reserved Goods. At our request, the customer is at any time obliged to provide us with the information necessary to pursue our property or co-ownership rights.

10.11 If, for contractually agreed deliveries by us abroad outside the Federal Republic of Germany, certain measures and/or declarations by the customer are required in the importing country to ensure the effectiveness of the aforementioned retention of title or other rights referred to there, the customer must inform us in writing or in text form and carry out or issue such measures and/or declarations at his expense without delay. We will cooperate to the extent necessary. If the law of the importing country does not permit a retention of title but allows us to reserve other rights to the delivery item, we may exercise all such rights at our reasonable discretion (Section 315 BGB). Insofar as equivalent security of our claims against the customer is not thereby achieved, the customer is obliged to promptly provide other customary securities for the delivered goods at our reasonable discretion (Section 315 BGB) at his expense.

10.12 In the event of seizures or other interventions by third parties, the customer must notify us in writing immediately so that we can file a lawsuit according to Section 771 ZPO. If the third party is unable to reimburse us for the court and out-of-court costs of a lawsuit according to Section 771 ZPO, the customer is liable for the loss incurred by us.

11. Exclusion and Limitation of Liability

11.1 Subject to the exceptions listed below, we are not liable, in particular not for the customer's claims for damages or compensation of expenses - regardless of the legal basis - when breaching duties arising from the contractual relationship agreed with the customer.

11.2 The aforementioned exclusion of liability according to Clause 11.1 does not apply to

- Our own intentional or grossly negligent breach of duty and the intentional or grossly negligent breach of duty by our legal representatives or agents;
- Breach of essential contractual duties; "essential contractual duties" are those whose fulfillment characterizes the contract and on which the customer can rely;
- In cases of injury to life, body, and health, also by our legal representatives or agents;
- As far as we have assumed a guarantee for the quality of our goods or the presence of a performance success, or a procurement risk according to Section 276 BGB;
- Under liability according to the Product Liability Act or other mandatory statutory liability provisions.

11.3 In the event that only slight negligence is attributable to us or our agents, and none of the cases of Clause 11.2, items 1, 3, 4, 5 apply, we are liable only for the contract-typical and foreseeable damage even when breaching essential contractual obligations. Section 254 BGB (contributory negligence) remains unaffected.

11.4

The liability exclusions or limitations according to the aforementioned Clauses 11.1 to 11.3 and Clause 11.5 apply to the same extent in favor of our bodies, our

executive and non-executive employees, and other agents, as well as our subcontractors.

11.5 Claims for damages by the customer arising from this contractual relationship can only be asserted within an exclusion period of one year from the start of the statutory limitation period. This does not apply if we are guilty of intent or gross negligence, in cases of slight negligence where we have breached an essential contractual obligation, and for claims due to injury to life, body, or health, as well as in the case of a claim based on a tortious act or an explicitly assumed guarantee or the assumption of a procurement risk according to Section 276 BGB, or in cases where the law mandates a longer limitation period.

11.6 A reversal of the burden of proof is not associated with the aforementioned regulations.

12. Place of Performance / Jurisdiction / Application of Law

12.1 The place of performance for all contractual obligations is, except in the case of assuming a debt to be brought to a particular place or other agreement, the seat of our company.

12.2 The exclusive place of jurisdiction for all disputes is - as far as the customer is a merchant as defined by the Commercial Code - the seat of our company. This jurisdiction rule of sentences 1 and 2 is clarified also for such circumstances between us and the customer that can lead to non-contractual claims under EC Regulation No. 864 / 2007. However, we are also entitled to sue the customer at his general place of jurisdiction.

12.3 All legal relationships between the customer and us are exclusively governed by the law of the Federal Republic of Germany, in particular excluding the UN Sales Convention (CISG). It is expressly clarified that this choice of law is also to be understood as such in the sense of Art. 14 (1b) EC Regulation No. 864 / 2007 and thus shall also apply to non-contractual claims under this regulation. If foreign law is mandatorily applicable in individual cases, our terms and conditions are to be interpreted in such a way that the economic purpose pursued with them is preserved as far as possible.

13. Intellectual Property Rights, License; Recall and Similar Actions

13.1 Unless otherwise agreed, we are only obliged to deliver in the Federal Republic of Germany free from third-party industrial property rights.

If a third party raises legitimate claims due to the infringement of property rights by products delivered by us to the customer, we are liable to the customer within the period specified in Clause 8.6 as follows:

- At our discretion, we will first attempt at our expense to obtain a right of use for the respective deliveries, to modify the delivery item while maintaining the contractually agreed properties so that the property right is not infringed, or to exchange it. If this is not possible or if we refuse to do so, the customer has his statutory rights, which, however, are governed by the modification through the contract and these General Terms and Conditions of Delivery and Order.
- The customer only has rights against us in the event of an infringement of property rights by our delivery items if he informs us immediately in writing or in text form about the claims asserted by third parties, does not acknowledge an infringement, and reserves all defense measures and settlement negotiations.
- If the customer discontinues the use of the products for reasons of damage mitigation or other important reasons, he is obliged to indicate to the third party that the discontinuation of use does not constitute an acknowledgment of a property right infringement.

- If the customer is sued by third parties for infringements of property rights due to the use of the products delivered by us, the customer is obliged to inform us immediately and give us the opportunity to participate in any potential legal dispute. The customer is required to support us in conducting such a legal dispute by immediately providing all necessary information from his sphere and the required coordination. The customer must refrain from actions that could impair our legal position.

13.2 Claims by the customer are excluded to the extent that he is responsible for the infringement of property rights. Furthermore, claims by the customer are excluded if the infringement is caused by specific instructions from the customer and/or by an unforeseeable application, or because the products were altered by the customer or used together with products not supplied by us that do not conform to the intended use, insofar as the infringement is based on this.

13.3 Upon proper fulfillment of his contractual obligations, the customer receives the right to use the services in accordance with the contract.

All copyright, patent, or other industrial property rights in the manufactured and/or delivered products remain with us, unless explicitly agreed otherwise.

To the extent that patentable inventions arise in the course of contract execution, we will grant the customer a non-exclusive and non-transferable right of use under economically preferential conditions. The customer's right to obtain all invention-related rights remains unaffected in the event that the creation of the invention is a principal contractual duty on our part.

13.4 If a party to the contract has indications that a recall of the goods delivered by us or a logically comparable action (hereinafter collectively referred to as "**Action**") is necessary, it must immediately inform the other party of its reasons in writing or text form and provide supporting documents at least in copy. The other party shall comment on the indications and a possible action without undue delay. If the parties do not reach an agreement in writing or text form on the necessity of an action, its scope, or the allocation of costs, a party can set a reasonable date for an immediate meeting at the seat of a party, which must be attended by authorized decision-makers from each party. If one of the parties does not act according to this schedule, it cannot claim against the other that the action was objectively necessary or unnecessary unless the other party has failed to recognize this due to gross negligence or intent.

13.5 We will provide the buyer, if subjected to measures by market surveillance authorities, with all necessary information from our sphere and provide any economically and logically reasonable assistance from our sphere that he needs to avert corresponding measures by the authorities in relation to our delivered items. Any costs or expenses of the buyer will be reimbursed exclusively according to Clause 11.

14. Export Control / Product Approval / Import Regulations

14.1 Unless otherwise contractually agreed with the customer, the delivered goods are intended for initial distribution within the Federal Republic of Germany, or, if delivered outside the Federal Republic of Germany, to the country of initial delivery agreed with the customer.

14.2 We inform the customer that the European and German foreign trade law applies to the transport/export of goods (goods, software, technology) and the provision of services with cross-border relevance to fulfill the contractual obligation, and individual deliveries and technical services may be subject to export control restrictions and prohibitions. This applies particularly to so-called arms and dual-use goods. Furthermore, there

are European and other worldwide national embargo regulations against certain countries, persons, companies, and organizations that may prohibit or require authorization for the delivery, provision, transport, export, or sale of goods and the performance of services. Therefore, we may need to obtain official permits or other certifications for cross-border delivery or provision. Detailed rights and obligations in this context are regulated by the subsequent provisions. For certain transactions involving US goods or other US codex, due to extraterritorial effects, US (re-)export law may apply and lead to prohibitions or authorization requirements that we must observe and implement to avoid sanctions by US authorities.

14.3 The customer is responsible for verifying and complying with export and import control regulations for the delivered item and its export and import. This includes adhering strictly to the relevant export regulations and embargos, particularly those of the European Union (EU), Germany, other EU member states, and, if applicable, the USA or Asian or Arab countries and all affected third countries, insofar as he exports the products supplied by us or has them exported.

14.4 The cross-border return shipment of goods, samples, tools, software, materials, and also technology, including in the form of drawings, instructions, data, etc., to the customer may in individual cases also be subject to foreign trade regulations and dependent on governmental approval procedures. The customer guarantees that before transferring the products and their components and/or accessories delivered by us to him to a country other than the initial delivery country agreed with us, the required national product approvals or product registrations will be timely obtained, and that the national regulations of the affected country regarding the provision of user information in the local language, as well as all import regulations and export control regulations, are met.

14.5 Fulfillment of the delivery obligation may require the release or issuance of export or transfer licenses or other foreign trade certificates by the relevant authorities.

If we are prevented from timely delivery due to the duration of the necessary and proper execution of a customs or foreign trade application, approval, or examination process without our fault, the delivery time will be reasonably extended by the duration of the delay caused by these official procedures. We cannot generally specify a fixed duration for these procedures by the authorities. We will immediately inform the customer about such procedures and circumstances and measures in individual cases. Claims for damages by the customer for delays not caused by our fault are excluded against us unless we have expressly assumed a no-fault guarantee liability towards the customer.

14.6 The customer is obliged to provide us with timely and complete information about the final use and if applicable, any differing end user of the goods to be delivered or the service to be provided, as compared to the initial statements made to us, in writing or text form truthfully and without undue delay after conclusion of the contract. A delivery period or service period does not begin to run before this. This includes, in particular, issuing the required end-use documents (so-called EUCs) and submitting them in the original to us to verify the final whereabouts and the purpose of use of the goods or services and to prove this to the competent authority for customs and export control purposes. If potential violations of export bans or embargo regulations arise from the aforementioned documents, we are entitled to withdraw from the contract without compensation.

14.7 Any re-export conditions from licences granted to us by the competent authorities or courts must be strictly followed by the customer. He is required to contractually oblige his customers accordingly and to prove this to us upon request. We will inform the customer about the

scope and extent of such conditions imposed on us no later than with the delivery.

14.8 If the necessary export or transfer licenses or other necessary approvals are not granted to us or our suppliers in a timely manner and by the relevant authorities without our fault, or if there are other obstacles due to the regulations applicable to us as exporters or trans-shippers or to our suppliers under the law applicable to them concerning customs, foreign trade, and embargo regulations that wholly or partially oppose the fulfillment of the contract or the delivery, we are entitled to withdraw from the contract or from the individual delivery or service obligation, unless we have expressly assumed a no-fault guarantee liability for their procurement.

This also applies if, without our fault, corresponding export control and embargo-related obstacles arise between the conclusion of the contract and the delivery or performance of the service, as well as in the event of the assertion of warranty rights – e.g., due to a change in legal circumstances – and temporarily or permanently make the performance of the delivery or service impossible. This may be the case, for example, because export or transfer licenses granted to us or our suppliers or other foreign trade legal approvals or releases by the relevant authorities are revoked without our fault or other legal obstacles due to compliance with customs, foreign trade, and embargo regulations prevent the fulfillment of the contract or the delivery or service through no fault of our own. Claims for damages by the buyer for this reason are excluded unless we have expressly assumed a no-fault guarantee liability for the procurement of the aforementioned licenses or documents.

14.9 The customer is particularly required to verify and guarantee and prove to us upon request that:

- The transferred products are not intended for use in military, nuclear, or weapon-related applications;
- No companies and individuals listed in the US Denied Persons List (DPL) are supplied with US-origin goods, US software, and US technology;
- No companies and individuals named on the US Warning List, US Entity List, or US Specially Designated Nationals List are supplied with US-origin products without relevant permission;
- No companies and individuals named on the lists of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists, or the EU or other relevant negative lists for export control are supplied;
- No military recipients are supplied with the products delivered by us;
- No recipients that violate other export control regulations, especially of the EU or ASEAN states, and no recipients in Russia or Belarus are supplied with our delivered items;
- All early warning notices from the relevant German or national authorities of the respective country of origin of the delivery are observed.

14.10 The customer, in turn, is obliged to prove this obligation to his customers for the goods delivered by us and to prove this to us upon request.

14.11 Access to and use and/or export of goods delivered by us may only take place if the aforementioned checks and assurances have been carried out by the customer; otherwise, the customer must refrain from the intended export, and we are not obliged to perform.

14.12 The customer commits to obliging third parties to whom the goods delivered by us are passed on in the same way as the customer under Clauses 14.1.-14.11 and to inform them about the need to comply with such legal regulations.

14.13 The customer also guarantees, in the case of agreed delivery outside the Federal Republic of Germany at his expense, that all national import regulations of the first delivery country are fully and timely complied with without any cost arising for us.

14.14 The customer indemnifies us from all damages and proven, usual, and reasonable expenses resulting from the culpable violation of the aforementioned obligations according to Clauses 14.1 – 14.13. This does not include the costs for the customer's own employees. Section 254 BGB (contributory negligence) remains unaffected.

14.15 If there are objective indications that the customer violates the obligations under Clause 14.9, we are entitled to withdraw from the contract with the customer without compensation.

15. Opening of Insolvency Proceedings / Incoterms / Written Form / Severability Clause

15.1 An application for the opening of insolvency proceedings by the customer or cessation of payment by the customer despite our reminders, not based on retention rights or other rights, entitles us to withdraw from the contract at any time if the customer is in breach of contract at that time, or if the performance of the contract depends on the prior fulfillment of the payment obligation. In the event of continuing obligations, we are entitled to terminate the contract without notice instead of withdrawing from it. Section 314 BGB (Termination of continuous obligations) remains unaffected. If the delivery of the goods or our service has already taken place, the consideration shall be due immediately in the aforementioned cases. We are also entitled to reclaim the goods in the aforementioned cases and withhold them until the purchase price has been paid in full.

15.2 Where trade terms are agreed according to the International Commercial Terms (INCOTERMS), INCOTERMS 2020 shall apply.

15.3 All agreements, side agreements, assurances, and contract amendments require written form. This also applies to the waiver of the written form clause itself. The precedence of individual agreements in written, textual, or oral form (Section 305b BGB) remains unaffected.

15.4 Should a provision of this contract be wholly or partly invalid/void or unenforceable due to the law of General Terms and Conditions as per Sections 305 to 310 BGB, statutory regulations shall apply.

If a present or future provision of the contract becomes wholly or partly invalid/void or unenforceable for reasons other than those concerning the law of General Terms and Conditions as per Sections 305 to 310 BGB, this shall not affect the validity of the remaining provisions of this contract, unless the execution of the contract—even considering the subsequent provisions—would constitute an unreasonable hardship (Section 306 III BGB) for a party. The same applies if an amendable gap arises after the conclusion of the contract.

Contrary to any principle whereby a severability clause generally just seeks to reverse the burden of proof, the effectiveness of the remaining contractual provisions is to be maintained under all circumstances, thus waiving Section 139 BGB in its entirety.

The parties will replace the ineffective/void/unenforceable provision or a provision requiring amendment due to other reasons than those concerning the law of General Terms and Conditions as per Sections 305 to 310 BGB with an effective provision that corresponds in its legal and economic content to the ineffective/void/unenforceable provision and the overall purpose of the contract. Section 139 BGB (Partial invalidity) is expressly excluded. If the invalidity of a provision is based on a stipulated measure of performance or time (deadline or date), then the provision is to be



agreed with a legally permissible measure that is closest to the original measure.

Notice:

Pursuant to the provisions of the EU General Data Protection Regulation (GDPR) and the data protection laws, we hereby inform you that contract processing in our company is conducted via an electronic data processing (EDP) system, and in this context, we also store data received due to the business relationship with the customer.

As of November 2024