

## **GENERAL TERMS & CONDITIONS OF SALE of HEDI GmbH Elektro- und Gerätebau**

### **1. General provisions**

- 1.1. The following General Terms & Conditions of Sale apply to all contracts, deliveries and other services, including consultancy services, unless they are changed or excluded with the express consent of the seller.
- 1.2. Alternative, contradictory or supplementary conditions of the buyer do not apply, even if the seller does not reject their validity specifically in each individual case.

### **2. Offer and conclusion of contract**

- 2.1. Offers are always subject to change and non-binding, unless they are expressly marked as binding. Conclusions of contract and other agreements become binding only when they are confirmed in writing by the seller.
- 2.2. Insofar as employees or sales representatives make verbal ancillary agreements or give undertakings in the context of contractual negotiations, they always require written confirmation from the seller.
- 2.3. The documents belonging to the offer, such as illustrations, drawings, information about weights and dimensions are only approximate, unless agreed otherwise.

### **3. Prices, payment and default**

- 3.1. Prices are understood to be in EUR, plus the applicable Value Added Tax at the statutory rate and packaging and transport costs.
- 3.2. Unless expressly agreed otherwise, payment shall be made within 14 days in such a way that the amount agreed to settle the invoice is made available to the seller at the latest on the due date. The payment period begins on the date of service provision or invoicing.
- 3.3. Ancillary costs such as taxes, customs duties, charges, import and export fees and metal supplements shall be paid for separately.
- 3.4. Payments by cheque are made subject to receipt, less the expenses at the value on the day on which the seller is able to access the equivalent amount.
- 3.5. The seller is entitled to demand an appropriate advance payment. However, the seller is not obliged to fulfil the order before receipt of the advance payment. Agreed completion dates shall be postponed by the period before receipt of the advance payment.
- 3.6. Designs, developments and drafting of drawings, etc. shall be paid for separately.
- 3.7. Offsetting against any of the buyer's counterclaims contested by the seller is not permitted. Assertion of a right of retention for counterclaims that have not been recognised or legally established is excluded, insofar as such claims are not based on the same contractual relationship.
- 3.8. Claims resulting from deliveries of goods may not be assigned to third parties without the written consent of the seller.
- 3.9. If the buyer is in default of payment, the seller is entitled at its discretion and on expiry of an appropriate grace period to withdraw from the purchase contract and to take back the goods delivered under retention of title, less the costs incurred as a result (usually 20% of the value of the goods). Notwithstanding pursuit of further default damages, in the event of default of payment the seller is entitled under Sections 288, 247 of the German Civil Code (BGB) to charge default interest of 5% above the base interest rate of the German Federal Bank or the interest rate that takes its place.
- 3.10. If the seller obtains information about a deterioration in the buyer's assets, it has the right to suspend all payment agreements, demand immediate payment or return of the goods and to withdraw from the purchase contract.

### **4. Delivery, delivery period, transfer or risk**

- 4.1. Part deliveries and corresponding billing are permitted to a reasonable extent.
- 4.2. Unless agreed otherwise, the shipping route and method are at the discretion of the seller. If shipping is delayed at the request of the buyer or for reasons for which the buyer is responsible, the goods shall be stored at the cost and risk of the buyer. In this case, notification of readiness for shipping shall be equivalent to shipping.
- 4.3. Indication of the delivery period is without obligation, unless it is guaranteed as binding in writing by the seller. The delivery period is deemed to have been met if, at the end of it, the purchased goods have left the seller's factory or, in the event of agreed collection, notification of readiness for shipping has been given.
- 4.4. The risk shall be transferred to the buyer on handover of the goods to the shipping agent or freight carrier, and at the latest when they leave the warehouse.

## 5. Default in delivery, impossibility of delivery

- 5.1. The buyer may demand delivery (warning) from the seller at the earliest on expiry of the agreed, non-binding delivery period, at the latest after setting an appropriate grace period. If a binding delivery date is agreed and is exceeded, the seller shall be in default as soon as the delivery date is exceeded.
- 5.2. If the seller is in default in providing a delivery or service or if, for whatever reason, it is impossible for it to make a delivery or provide a service, the liability of the seller is restricted by the provisions of Section 11 of these General Terms & Conditions of Sale.
- 5.3. In the event of force majeure (unforeseen circumstances or events for which the seller is not responsible that could not have been avoided, e.g. labour disputes, war, fire, transport problems, shortage of raw materials, official measures) or disruptions to the operations of either the seller or its suppliers which temporarily prevent the seller, through no fault of its own, from delivering the goods when they are due, the delivery dates and periods shall be extended by the period of the obstacle. The seller shall notify the buyer of the start and end of obstacles of this sort as soon as possible.
- 5.4. If delivery is impossible, the buyer is entitled to demand compensation, unless the seller is not responsible for the impossibility. The buyer's compensation shall, however, be limited to 5% of the value of that part of the delivery which it has not been possible to deliver. This restriction does not apply to malicious intent or gross negligence.

## 6. Retention of title

- 6.1. The seller shall retain title to the delivered goods until fulfilment of all claims under the respective purchase contract and all other claims arising from the business relationship with the buyer. This also applies if the buyer makes payment of claims specifically designated by him. In the case of open invoices, the property subject to retention of title shall be used to secure the seller's demand for the balance. The above rights are not affected by balancing of an account or recognition of a balance. In the event of the breach of material contractual obligations, in particular default of payment, the seller is entitled to take back the goods following a reminder and the buyer is obliged to release them. The buyer is not authorized to resell the goods or transfer them to third parties. Taking back the goods and seizure of the item by the seller shall entail withdrawal from the contract only if the seller declares this expressly in writing, unless the German Instalment Payment Act applies. In the case of seizures or other interventions by third parties, the buyer shall notify the seller in writing and send the seizure report and a certified assurance of the identity of the seized item.
- 6.2. The buyer is entitled to sell or process the goods in the ordinary course of business, on condition that the claims from the resale are transferred to the seller as follows: The buyer hereby assigns the claims from the resale of the goods subject to retention of title to the seller, along with all ancillary rights, irrespective of the number of customers (third parties) in their full amount. If the goods subject to retention of title are sold with other goods that do not belong to the seller, the claim shall be assigned only in the amount of the invoice amount agreed between the seller and buyer. If the goods subject to retention of title are sold following combination or processing with other goods that do not belong to the seller, the claim shall be assigned only in the amount of the seller's joint ownership of the sold item. The buyer is entitled to collect these claims as long as he meets his obligations in respect of the seller. The authority of the seller to collect the claims itself is not affected by this, but the seller undertakes not to collect the claims as long as the buyer meets his payment obligations properly. The buyer shall notify the seller promptly in writing of seizures of the goods subject to retention of title or the assigned claims by third parties, provide all the information required for the seller to assert its rights and hand over the necessary documents. Court and out-of-court costs resulting from the seller's intervention shall be met by the buyer.
- 6.3. Processing or conversion of the goods subject to retention of title is carried out for the seller as the manufacturer within the meaning of Section 950 BGB, without obligation for the seller under this agreement. If the goods subject to retention of title have been processed or combined with other items not belonging to the seller to create a new, single item and if, as a result, the seller's ownership of the goods subject to retention of title (Section 947 BGB) no longer applies, the seller shall be entitled to joint ownership of the new item in the proportion of the invoice value of the processed goods subject to retention of title to the total of the invoice values of all of the goods used in manufacturing the new item. The items produced from the processing or conversion are goods subject to retention of title within the meaning of these Terms & Conditions.
- 6.4. If the value of all security rights available to the seller exceed the amount of all secured claims by more than 25%, the seller shall, at the request of the buyer, release an appropriate part of the security rights; the choice of which of the various security rights to release is at the seller's discretion.

## 7. Confidentiality

- 7.1. Any documents made available by the seller may not be passed on to the third parties without its consent or for advertising for the buyer's own purposes or those of others.
- 7.2. Drawings, blueprints, parts lists, cost estimates, etc. created by the seller shall remain its property, are subject to copyright and may not be made accessible to third parties without its written consent.

## 8. Provision of materials

- 8.1. If materials are supplied by the buyer, they shall be supplied at the buyer's cost and risk with an appropriate volume surcharge of at least 5%, in good time and in perfect condition.
- 8.2. In the case of non-fulfilment of these requirements, the delivery time shall be extended accordingly. Except in cases of force majeure, the buyer shall meet the resulting additional costs, including for interruptions to production.

## 9. Repairs

- 9.1. If submission of an estimate of costs is required before repairs are carried out, this shall be specified expressly.
- 9.2. It is at the seller's discretion whether a repair is carried out in its own or a third-party workshop.
- 9.3. The costs of shipping and packaging shall be met by the buyer. Repair invoices are due for payment immediately.

## 10. Defective delivery and warranty claims

- 10.1. The buyer shall inspect the received goods immediately on arrival in terms of quantity, quality and guaranteed properties. The buyer shall notify the seller of obvious defects in writing without delay and within one week. If the buyer fails to carry out proper inspection and/or to provide notification of defects, liability for the defect that has not been reported is excluded. In the case of legitimate complaints, a repair of the defective goods or replacement delivery shall be provided, at the seller's discretion.
- 10.2. The buyer shall give the seller the necessary time and opportunity determined by reasonable discretion to rectify the defect, in particular by making the item or sample about which complaint has been made available, otherwise the warranty shall no longer apply.
- 10.3. If the supplementary performance fails or is impossible from the outset or if an appropriate period of grace set by the buyer in writing has elapsed without success or is not required according to the statutory provisions, the buyer has the right to withdraw from the purchase contract or demand a reduction in the purchase price. In the case of a minor defect, however, there is no right of withdrawal.
- 10.4. If the goods sold are missing a guaranteed property at the time of the transfer of risk, the buyer has a right of withdrawal. The buyer may demand compensation for non-fulfilment only within the meaning of Sections 280, 281 BGB.
- 10.5. The warranty period begins on delivery or at the latest when use of the goods commences. The warranty is restricted to repair or replacement, at the seller's discretion. The warranty obligation shall lapse if the buyer does not give the seller the necessary time and opportunity to carry out an attempted repair which is not futile. It shall also lapse if the buyer definitively refuses to fulfil the applicable contractual obligations.
- 10.6. The warranty obligation does not cover defects that result from natural wear, defective or negligent treatment or treatment that is not in accordance with the operating instructions on the part of the buyer, excessive strain, defective assembly work on the part of the buyer or of third parties appointed by the buyer, the use of inappropriate operating materials, transport damage or force majeure. No warranty shall be provided if the buyer or a third party makes changes or carries out repair work without the prior consent of the seller.
- 10.7. Deviations in the goods from the information in documentation attached to an offer (in particular illustrations, drawings information about size and weight) are not grounds for warranty claims, unless such information has been designated as binding in writing. Such information – unless expressly marked otherwise – shall be regarded as approximate and never as a guarantee of characteristics.

## 11. Liability and compensation claims

- 11.1. The seller accepts liability without restriction in accordance with the statutory provisions for loss of life, physical injury and damage to health that results from a negligent or intentional breach of obligation on the part of the seller, its legal representatives or vicarious agents, and for damage covered by liability under the German Product Liability Act and for damage that results from intentional or grossly negligent breaches of contract and fraudulent actions on the part of the seller, its legal representatives or vicarious agents.
- 11.2. Insofar as the seller has provided a guarantee of the quality and/or durability for the goods or parts, it is also liable within the framework of that guarantee. However, the seller shall accept liability for damage that results from the absence of the guaranteed quality or durability but does not directly affect the goods only if the risk of such damage is obviously covered by the quality and durability guarantee.
- 11.3. The seller is also liable for damage that is caused by simple negligence, insofar as that negligence concerns the breach of contractual obligations, compliance with which is of particular importance in achieving the purpose of the contract. The same applies if the buyer has claims to compensation in place of performance. However, the seller shall accept liability only insofar as the damage is typically associated with the contract and is foreseeable.
- 11.4. The buyer's compensation claims on the grounds of breach of our contractual obligations are excluded, unless any damage has been caused intentionally or through gross negligence on the part of the seller or its vicarious agents.
- 11.5. Notwithstanding Section 438(1) no. 3 BGB, the general limitation period for claims by the buyer for material and legal defects is one year from delivery.

**12. Place of fulfilment, place of jurisdiction, applicable law, concluding provision**

- 12.1. The place of fulfilment and exclusive place of jurisdiction for deliveries and payments and for all disputes between the parties, insofar as the buyer is a general merchant, legal entity under public law or special fund under public law, is the registered office of the seller.
- 12.2. The relationships between the contracting parties are governed exclusively by the law applicable in the Federal Republic of Germany. The contract language is German. Application of UN sales law is excluded.
- 12.3. If any of the provisions above should be invalid, the remaining provisions remain valid. An alternative regulation corresponding to the economic intention of the invalid or ineffective provisions shall be found.
- 12.4. The seller collects, stores and uses customer data in the course of processing contracts. As far as the details are concerned, we refer to the seller's privacy policy, which is available online and can be accessed there at any time.

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