
GENERAL TERMS AND CONDITIONS (DELIVERY CONDITIONS) - GTC

1. General provisions

- 1.1 All deliveries or services (hereinafter: "**Deliveries**") supplied by us will be provided exclusively in accordance with the following General Terms and Conditions. The general terms and conditions of the purchaser will only be recognised if this has been expressly agreed in writing. These General Terms and Conditions shall also apply if we deliver to the purchaser without reservation in the knowledge that the purchaser's terms and conditions conflict with or deviate from these GTCs.
- 1.2 All agreements made between us and the purchaser to execute a Delivery are stipulated in the respective contract. All agreements must be in the written form. No ancillary agreements exist.
- 1.3 These Delivery Conditions also apply to any future commercial transactions with the purchaser.
- 1.4 These Delivery Conditions apply only to commercial enterprises, legal entities under public law and special funds under public law within the meaning of § 310 para 1 BGB (German Civil Code).

2. Offer - Offer documents

- 2.1 Orders placed by the purchaser shall be qualified as an offer pursuant to § 145 BGB, which we can accept within two weeks from receipt of the order.
- 2.2 We reserve the unrestricted rights of ownership and copyright exploitation to all estimates, drawings and other documents (hereinafter referred to as the "**Documents**"). The Documents may only be made accessible to third parties with our prior consent and must be returned immediately upon request if the order is not placed.

3. Prices / Payment terms

- 3.1 Unless otherwise stated in our order confirmation, prices are ex works excluding packaging, plus VAT. Packaging will be invoiced separately.
- 3.2 Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply ex warehouse, plus the statutory rate of VAT.
- 3.3 If the agreed prices are based on our list prices and the Delivery is scheduled to take place more than four months after conclusion of the contract, our list prices valid at the time of delivery shall apply (in each case less a percentage or fixed discount - if such arrangements have been agreed with the purchaser).
- 3.4 If we are responsible for the installation or assembly and no other agreements have been made, the purchaser shall bear all the necessary ancillary costs, including travel expenses, costs for transporting the tools and personal luggage and allowances in addition to the agreed remuneration.
- 3.5 Unless otherwise stated in the order confirmation, the net purchase price (without deduction) shall be due for payment within 30 days of the invoice date. The statutory rules concerning the consequences of default in payment shall apply. The application of a discount requires a specific written agreement.
- 3.6 Schuck Group GmbH reserves the right to assign claims against the debtor to a third party.

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4. Deadlines for Deliveries / Default

- 4.1 Delivery deadlines are only binding if they have been expressly agreed with us.
- 4.2 The observance of deadlines for Deliveries assumes the timely receipt of all Documents to be provided by the purchaser, the necessary approvals and releases, in particular of plans, and adherence to the agreed terms of

payment and other obligations by the purchaser. If the above conditions are not fulfilled within the delivery periods, such deadlines will be extended accordingly; this shall not apply if we are responsible for the delay.

- 4.3 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we will inform the purchaser of this immediately and at the same time inform him of the anticipated new delivery deadline. If the service is still not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part and immediately refund any payments received from the purchaser. In this event, the purchaser shall have no claim to compensation for the damages incurred by him.

In particular, cases of force majeure (e.g. mobilisation, war, riots, epidemics, pandemics, power failure or disruption of transport links), similar events such as strikes or lock-outs or the failure of our supplier to deliver to us on time if we have concluded a congruent hedging transaction, if neither we nor our supplier are at fault or we are not obliged to procure the Deliveries in the individual case, shall be deemed to be cases of non-availability of performance in this sense.

- 4.4 At our request, the purchaser shall state within a reasonable period of time whether he wishes to withdraw from the contract due to the delayed Delivery or if he wishes to uphold the Delivery.
- 4.5 If shipping or delivery is delayed at the request of the purchaser for more than one month after notification that the order is ready for shipment, we may, without prejudice to the assertion of further claims, charge the purchaser storage costs amounting to 0.5% of the price of the Delivery items for each month commenced, but not exceeding a total of 5% of the contract. The contracting parties reserve the right to provide evidence of higher or lower storage costs.
- 4.6 We may make partial Deliveries insofar as they are reasonable for the purchaser.

5. Transfer of risk / packaging

- 5.1 Unless otherwise stated in our order confirmation, delivery "ex works" is agreed.
- 5.2 Transport packaging and all other packaging in accordance with the Packaging Ordinance will not be accepted back, with the exception of pallet exchanges and pallet cages. The purchaser is under an obligation to dispose of the packaging at his own expense.
- 5.3 At the written request of the purchaser, we shall insure the Delivery through transport insurance, and the costs incurred in this respect shall be borne by the purchaser.

6. Acceptance

The purchaser may not refuse to accept Deliveries owing to minor defects.

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7. Installation and assembly

If we are responsible for the installation and assembly, the following provisions shall apply unless otherwise agreed in writing:

- 7.1 The purchaser shall be responsible for and provide in a timely manner at its own expense:
- a) All earthworks, construction work and other ancillary work external to the sector, including the necessary skilled and unskilled labour, building materials and tools required for such works;
 - b) The items required and materials for scaffolding, lifting gear and other devices, fuels and lubricants required for assembly and commissioning;
 - c) Power and water at the point of use, including connections, heating and lighting;
 - d) Sufficiently large, suitable, dry and lockable rooms at the assembly site to store machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the assembly personnel, including sanitary facilities appropriate to the circumstances; the purchaser shall also take all the necessary measures to protect the assembly items and the assembly personnel;
 - e) Any protective clothing and protective devices required.
- 7.2 Prior to the commencement of the installation work, the purchaser shall provide all the necessary information, in particular regarding the location of any concealed electricity, gas and water pipes or similar installations and the required structural information, without being requested to do so.
- 7.3 Prior to the start of assembly or installation, the materials and items required to carry out the works must be at the site of assembly or erection and all preparatory work must have progressed to such an extent prior to the start of assembly or installation that assembly or erection can commence as agreed and carried out without interruption. Access routes and the installation or assembly site must be levelled and cleared.
- 7.4 If assembly, installation or commissioning is delayed owing to circumstances beyond our control, the purchaser shall bear the costs of any waiting times or travel incurred by the supplier or the assembly personnel.
- 7.5 The purchaser shall, on a weekly basis and in a timely manner, confirm the duration of the working time of the assembly personnel along with the completion of the installation, assembly or commissioning.
- 7.6 If we require acceptance of the Delivery after completion, the purchaser shall do this within two weeks. Should this not take place, acceptance shall be deemed to have taken place unless the purchaser has expressly refused acceptance beforehand. Acceptance shall also be deemed to have taken place if the Delivery is being used, where applicable after completion of an agreed test phase.

8. Liability for defects

We are liable for material defects as follows:

- 8.1 Claims for defects on the part of the purchaser assume that the purchaser has correctly fulfilled his inspection and complaint obligations pursuant to §§ 377 et seq. HGB (German Commercial Code).
- 8.2 Insofar as there is a defect in the Delivery, we reserve the right and at our discretion, to subsequent performance in the form of rectification of the defect or delivery of a new item free of defects. In the event of a rectification of the defect, we shall bear all the expenses necessary to rectify the defect, in particular transport, travel, labour and material costs, insofar as such costs are not subject to increases as the purchased item was transported to a place other than the place of performance.

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- 8.3 If the subsequent performance fails, the purchaser may withdraw from the contract or reduce the remuneration without prejudice to any claims for damages pursuant to no. 9 (Claims for damages) below.
- 8.4 Claims for defects cannot be asserted for only minor deviations from the agreed quality, for an only insignificant impairment of usability, in the event of natural wear and tear or damage occurring after the transfer of risk arising from incorrect or negligent handling, excessive stress, unsuitable operating materials or due to specific external influences unforeseen under the contract and in the event of non-reproducible software errors. If inappropriate modifications or repair work are carried out by the purchaser or third parties, no claims may be asserted for defects in such modifications or repairs and any consequences arising therefrom.
- 8.5 The limitation period for claims for defects is 12 months. The limitation period starts with the delivery of the item and, in the case of contracts for work and services, upon the acceptance of such. The limitation period in the event of a right of recourse of a Delivery pursuant to §§ 478, 479 BGB remains unaffected. The statutory limitation period shall apply to defects in an item which has been used for a building in accordance with its customary use and has caused the defectiveness of such item.
- 8.6 The purchaser's right of recourse against us pursuant to § 478 BGB shall only exist insofar as the purchaser has not concluded any agreements with its customer that exceeds the statutory claims for defects.
- 8.7 No. 9 below (Claims for damages) shall apply to claims for damages. Further claims of the purchaser due to defects asserted against us and our vicarious agents are excluded.

9. Claims for damages

- 9.1 Claims for damages and the reimbursement of expenses of the purchaser (hereinafter referred to as: "**Claims for Damages**"), for any legal reason whatsoever, in particular due to a breach of obligations arising from the contractual obligation and from tort, are excluded unless otherwise stipulated in no. 9.2.
- 9.2 The exclusion of liability pursuant to no. 9.1 shall not apply:
- a) to our liability under the Product Liability Act and/or
 - b) in the event of intent, gross negligence, injury to life, body or health and a breach of essential contractual obligations (essential contractual obligations are obligations the fulfilment of which is a prerequisite for the correct performance of the contract and compliance on which the contractual partner may regularly). However, Claims for Damages for the breach of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless in the event of intent or gross negligence or liability for injury to life, limb or health.

A change in the burden of proof to the detriment of the purchaser is not linked to the above provisions.

- 9.3 Insofar as our liability for damages is excluded or limited, this shall also apply with respect to the personal liability for damages of our employees, representatives and vicarious agents.

10. Retention of title

- 10.1 The goods (goods subject to retention of title) shall remain our property until all claims, including all current account balance receivables to which we are entitled against the purchaser now or in the future have been settled. We reserve the right to repossess the Delivery should the purchaser exhibit conduct that is in breach of contract, in particular in the event of a default in payment. Repossession of the Delivery by us does not constitute a withdrawal from the contract unless we have expressly declared such withdrawal in writing. In the event of withdrawal, we reserve the right to sell the Delivery after repossession, and the proceeds of such will be set off against the liabilities of the purchaser, less reasonable sales costs.

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- 10.2 The purchaser shall handle the Delivery with care and, in particular, is obliged to insure it adequately against fire, water and theft damage at replacement value. The purchaser bears the cost of any maintenance and inspection work required in a timely manner.
- 10.3 The purchaser shall immediately notify us in writing in the event of seizures or other interventions by third parties.
- 10.4 The purchaser reserves the right to resell the Delivery in the ordinary course of business; however, the purchaser assigns to us all claims in the amount of the final invoice (including VAT) that accrue to him arising from the resale with respect to his customers or third parties, irrespective of whether the Delivery was resold without or after processing. The purchaser shall remain authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves hereby remains unaffected. However, we shall not collect the claim if the purchaser meets his payment obligations from the receivables, is not in default of payment and, in particular, no application to initiate insolvency proceedings has been filed or there is no cessation of payments. If this is the case, however, we may require the purchaser to inform us of the assigned claims and their debtors, to provide us with all the information required for collection, submit to us the relevant documents and to notify the debtors (third parties) of the assignment.
- 10.5 The processing or transformation of the Delivery by the purchaser will be carried out for us at all times. If the Delivery is processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the Delivery (final invoice amount, including VAT) to the other processed objects at the time of processing. In all other respects, the same shall apply to the item created by processing as to the Delivery made subject to retention of title.
- 10.6 If the Delivery is combined with other items that do not belong to us such that they cannot be separated, we shall acquire co-ownership of the new item in the ratio of the value of the Delivery (final invoice amount, including VAT) to the other combined items at the time of combining. If the combining takes place in such a way that the item of the purchaser will be regarded as the main item, it is agreed that the purchaser will transfer co-ownership to us on a pro rata basis. The purchaser shall hold the sole ownership or co-ownership thus created in safe custody for us.
- 10.7 The purchaser shall also assign to us the claims to secure his claim against him arising with respect to a third party through the connection of the Delivery with a property.
- 10.8 We shall release the securities to which we are entitled at the request of the purchaser insofar as the feasible value of the securities exceeds the claims secured by more than 10%; the choice of the securities to be released is at our discretion.

11. Exclusion of set-off and retention rights of the purchaser

With respect to our claims arising from the contract with the purchaser and related non-contractual claims, the purchaser shall only be entitled to set-off or retention for any due counterclaims which are undisputed, are established in law or are ready for a decision. This does not apply to claims of the purchaser which are in a synallagmatic relationship to our claims.

12. Final provisions

- 12.1 German law shall apply to all legal relationships with our purchasers to the exclusion of the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG).

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- 12.2 If the purchaser is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction shall be our registered office in D-89555 Steinheim. This shall also apply if the purchaser does not have a general place of jurisdiction in Germany and in this case too, the exclusive place of jurisdiction shall be our registered office in D-89555 Steinheim. However, we are entitled to sue the purchaser at his place of business at our discretion.
- 12.3 Unless otherwise agreed, the place of performance shall be our registered office in D-89555 Steinheim.
- 12.4 The invalidity of individual contractual clauses, irrespective of whether they are GTCs or individual provisions, shall not affect the validity of the remaining contractual relationship.