General Terms and Conditions GSN Schleiftechnik GmbH

§ 1 General Provisions – Scope of Application

(1) These Terms and Conditions apply exclusively to contracts concluded between us, GSN Schleiftechnik GmbH, with its registered office at Moosfeld 5, 73495 Stödtlen, and entrepreneurs within the meaning of § 14 BGB, legal entities under public law, or special funds under public law within the meaning of § 310 (1) BGB. Such persons are hereinafter referred to as the Customer within the meaning of these Terms and Conditions.

(2) For consumers within the meaning of § 13 BGB, the statutory provisions shall apply accordingly.

(3) In addition to the provisions of these General Terms and Conditions, the statutory provisions shall apply. References to the applicability of statutory provisions are merely for clarification. Even without such clarification, the statutory provisions shall apply insofar as they have not been directly amended or expressly excluded in these General Terms and Conditions.

(4) Our services shall generally be provided exclusively on the basis of the following Terms and Conditions. Any agreements amending these Terms and Conditions shall only become binding upon us once expressly confirmed by us in writing. In particular, the Customer's deviating, conflicting or supplementary general terms and conditions shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing.

(5) Sole ownership and copyright in quotations, drawings, work sheets, etc. shall remain exclusively with us. Without our express consent, these documents may neither be modified, further processed, reproduced in whole or in part, nor used in an altered form, in particular not to make them accessible to third parties in the Customer's own name or to present them as the Customer's own service.

§ 2 Offer and Conclusion of Contract

(1) The presentation or advertising of goods on our website or in brochures does not constitute a binding offer to conclude a purchase contract. Information and details contained in brochures, data sheets and application-related technical information are intended solely for informational purposes and to provide general knowledge. Unless otherwise agreed, they shall not become part of the contract.

(2) Following a corresponding verbal or written inquiry, we shall provide the Customer with a written contractual offer. Our contractual offers are binding and constitute an invitation to the Customer to accept them. A contract shall be concluded upon the Customer's declaration of acceptance. These binding General Terms and Conditions shall be attached to each contractual offer.

§ 3 Changes to and Additional Deliveries (in Particular Contracts for Work)

(1) The Customer shall be entitled to request changes to the agreed work result as well as additional services insofar as these are necessary or reasonable to achieve the contractual objective. We shall be obliged to implement such changes provided that this is technically possible and economically reasonable for us. We shall not be obliged to perform changes or additional services if these are unreasonable for us or our business is objectively not equipped to perform them. The reasons shall be communicated to the Customer without undue delay.

(2) We shall be entitled to separate remuneration for changed or additional services. This remuneration shall be based on the contractual unit prices, insofar as applicable, and otherwise on the customary local prices, taking into account additional or reduced costs.

(3) Before carrying out the changed or additional services, we shall submit a written quotation for the remuneration to the Customer. The parties shall endeavor to reach a written agreement on the remuneration before the services are performed.

(4) If no agreement on remuneration is reached before performance, the Customer may determine the remuneration at equitable discretion (§ 315 BGB). We may have this determination reviewed by a court.

§ 4 Prices and Payment Terms

(1) Unless otherwise agreed in writing, the price does not include packaging and shipping costs. Unless expressly agreed otherwise, delivery shall be ex works from GSN Schleiftechnik GmbH.

(2) Value-added tax shall be charged in addition at the applicable statutory rate, unless it has already been expressly stated in the offer. If the statutory value-added tax rate increases after conclusion of the contract, we shall be entitled to increase the price to the same extent. Packaging and shipping costs as well as any transport insurance shall be invoiced separately.

(3) We shall only owe shipment of the services if this has been expressly agreed.

(4) Periods and dates shall only constitute binding delivery periods if we have expressly confirmed them as binding. Without express written confirmation, they shall constitute non-binding target dates.

(5) Unless expressly agreed otherwise, remuneration shall become due upon conclusion of the contract in the case of purchase contracts and upon acceptance of the work in the case of contracts for work and services. Unless otherwise agreed, the price shall be paid within 14 days of becoming due. The payment shall be deemed timely only upon receipt of the funds.
(6) Upon expiry of the aforementioned payment period, the Customer shall be in default of payment without any further reminder. Default interest shall be charged at a rate of 9 percentage points above the applicable base interest rate per annum. The right to claim higher damages caused by default shall remain reserved.
(7) Payment of the remuneration, packaging and shipping costs and any transport insurance shall be made exclusively to the bank account specified by us in the respective invoice.
(8) We reserve the right to provide services wholly or partly only against advance payment. Such reservation shall be declared no later than when the offer is submitted.
(9) A cash discount (Skonto) may only be deducted if separately agreed in writing.
(10) If a cash discount agreement is made in an individual case, the amount may be deducted from the payment provided that the contractually issued invoice or installment payment is paid in full within the applicable period. The discount period shall begin upon receipt of the invoice by the Customer.

§ 5 Travel Expenses

(1) Our plant in 73495 Stödtlen shall be deemed the starting point for calculating travel costs.
(2) If public transport is used, the actual costs incurred shall be charged.
(3) If the Customer provides airline tickets, we reserve the right to reject certain airlines for objective reasons.
(4) If travel is undertaken by private passenger car or service vehicle, the kilometers driven shall form the basis for calculating travel expenses.
(5) If accommodation for the technician in the immediate vicinity of the installation site is not possible, the travel costs between the accommodation and the installation site and the travel time incurred shall be charged.
(6) Travel expenses of installation personnel, including the costs of transportation and transport insurance for personal luggage and tools carried with them, shall be invoiced according to actual expenditure. Travel expenses also include contractually provided trips home to the family during the installation period as well as journeys home at Easter, Whitsun and Christmas.

§ 6 Set-off and Rights of Retention

The Customer shall only be entitled to set off claims if its counterclaims have been finally adjudicated or are undisputed. The Customer shall only be entitled to exercise a right of retention insofar as its counterclaim arises from the same contractual relationship and has been finally adjudicated or is undisputed.

§ 7 Assignment / Transfer

(1) Assignment of claims arising from this contract shall only be permissible with the consent of the other contracting party if there is a legitimate interest in refusing consent.
(2) We shall be entitled to assign claims arising from this contract to third parties. Assignment of other rights or transfer of obligations under this contract to third parties shall require the Customer's prior written consent. Such consent may only be refused for good cause.

§ 8 Delivery Period

(1) The delivery period shall be determined by the agreements between the parties. Our compliance with the delivery period presupposes that all commercial and technical matters between the contracting parties have been clarified and that the Customer has fulfilled all obligations incumbent upon it, such as providing the required official certificates or permits, making advance payments, and providing production-related documents. If this is not the case, the delivery period shall be extended appropriately. This shall not apply insofar as we are responsible for the delay.
(2) If the parties agree binding completion dates, these shall be identified as such. Without such identification, agreed dates shall be non-binding.
(3) In cases of force majeure or other unforeseeable, extraordinary circumstances for which we are not responsible – e.g. natural disasters, official measures, strikes, lockouts, operational disruptions, difficulties in the supply of materials or energy, or transport obstacles – the delivery period shall be extended by the duration of the impediment plus a reasonable restart period. This shall also apply if the aforementioned circumstances occur at upstream suppliers. If performance becomes permanently impossible or unreasonable due to such circumstances, we shall be entitled to withdraw from the contract. If the impediment lasts longer than four weeks, the Customer shall also be entitled to withdraw. Claims for damages due to delay or impossibility shall be excluded insofar as we are not responsible for the circumstances. We shall inform the Customer of such circumstances without undue delay.

(4) If the Customer is in default of acceptance or culpably breaches other duties to cooperate, we shall be entitled to demand reimbursement of any additional expenses incurred. Further claims shall remain reserved. If the aforementioned conditions are met, the risk of accidental loss or accidental deterioration of the item shall pass to the Customer at the time at which the Customer enters into default of acceptance or debtor's default.
(5) Further statutory claims and rights of the Customer due to delay in delivery or impossibility shall remain unaffected.

§ 9 Acceptance under Contracts for Work / Transfer of Risk

(1) The Customer shall be obliged to accept the properly completed work. The work shall be accepted upon completion, even if final adjustment has not yet taken place. This shall apply in particular after trial commissioning and in the event of premature commissioning. The Customer may not refuse acceptance because of insignificant defects.
(2) Acceptance shall be deemed to have taken place if the Customer accepts the work without objection after handover and does not assert defects or deviations from the contract in writing within 14 calendar days. The period shall begin upon handover of the work. If the Customer uses or commissions the work before expiry of the period, the work shall be deemed accepted upon commencement of such use.
(3) The risk of accidental loss or accidental deterioration of the work shall pass to the Customer upon acceptance. In the case of deemed acceptance pursuant to paragraph 2, the risk shall pass upon expiry of the period specified therein, provided that no written notice of defects has been given. If the Customer uses or commissions the work before expiry of the period, the risk shall pass upon commencement of use. In the case of partial acceptance, the risk for the respective accepted partial service shall pass upon its acceptance, provided that partial acceptance is appropriate having regard to the nature and scope of the work.
(4) If the Customer is in default of acceptance or culpably breaches other duties to cooperate, we shall be entitled to demand reimbursement of any additional expenses incurred. Further claims shall remain reserved. If the aforementioned conditions are met, the risk of accidental loss or accidental deterioration of the work shall pass to the Customer at the time at which the Customer enters into default of acceptance, acceptance or debtor's default.

§ 10 Transfer of Risk upon Shipment

(1) If the goods are shipped to the Customer at the Customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the Customer upon handover to the carrier, at the latest upon leaving the plant/warehouse. This shall apply irrespective of whether shipment of the goods takes place from the place of performance or who bears the freight costs.
(2) Goods shall generally be shipped without transport insurance. If the Customer wishes insurance, the Customer must commission this separately and specify the insured value. In the event of insurance, our claims against the insurer shall be assigned to the Customer.

§ 11 Retention of Title

(1) We retain title to the delivered goods or manufactured work until full payment of all present and future claims arising from the business relationship with the Customer (retained-title goods). This shall also apply to all future deliveries, even if this is not expressly stated.
(2) The Customer shall be obliged to handle the retained-title goods with due care until title passes and to carry out necessary maintenance and inspection work on time and at its own expense.
(3) As long as title has not passed, the Customer shall notify us immediately in writing if the retained-title goods are seized or subjected to any other intervention by third parties. If the third party is unable to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the Customer shall be liable for the resulting shortfall.
(4) Processing or transformation of the retained-title goods by the Customer shall always be carried out in our name and on our behalf. If processing is carried out together with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the retained-title goods to the other processed items at the time of processing. The same shall apply in the event of mixing. If processing or mixing is carried out in such a way that the Customer's item is to be regarded as the principal item, it shall be deemed agreed that the Customer transfers proportionate co-ownership to us and holds the resulting sole or co-ownership for us free of charge.
(5) To secure our claims against the Customer, the Customer hereby assigns to us all claims arising against third parties from the connection of the retained-title goods with real property. We hereby accept this assignment.
(6) If the value of the security exceeds our claims against the Customer by more than 20%, we shall, at the Customer's request and at our discretion, release securities to the corresponding extent.

§ 12 Right of Retention

(1) We shall have a right of retention over the Customer's repair / overhaul item in respect of all our claims arising from the relevant order, in particular for expenses incurred or damage caused by the Customer, as well as for related material deliveries.
(2) We shall only be required to comply with the Customer's instructions concerning disposal of the repair or overhaul item after all outstanding claims arising from the relevant order have been paid in full.
(3) If items supplied or installed by the Customer become essential components through connection or processing with real property or other items, the Customer hereby assigns to us, by way of security, the claims or co-ownership rights arising therefrom in an amount equal to our outstanding claims. We hereby accept this assignment.

§ 13 Insurance

For the duration of overhaul and repair work at our premises, the Customer shall insure, at its own expense, the goods brought onto our premises against theft, fire, water damage and natural hazards to a sufficient extent. We shall not assume any obligation to insure. Our liability for damage caused by our own fault shall remain unaffected.

§ 14 Liability

(1) We shall be liable to the Customer in accordance with the statutory provisions for damages and reimbursement of expenses in the event of culpable injury to life, body or health, as well as in cases of intent and gross negligence, fraudulent concealment of a defect, a guarantee assumed by us, or mandatory liability under the Product Liability Act.
(2) In the event of a breach of a material contractual obligation, i.e. an obligation arising from the nature of the contract whose breach jeopardizes achievement of the contractual purpose, we shall be liable for every degree of fault. Liability in the event of breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract.
(3) We shall not be liable for delivery delays resulting from export restrictions, nor for the fact that a delivery cannot be made at all due to export regulations. If, after conclusion of the contract, it becomes apparent that a contractual obligation cannot be performed as agreed, we may withdraw from the contract at any time. This shall not apply if this was caused intentionally or by gross negligence on our part, or if we already knew of the impediment before conclusion of the contract.
(4) In all other respects, liability for damages and reimbursement of expenses – irrespective of the legal basis – shall be excluded. This shall include, in particular, claims for damages due to delay in delivery.
(5) The foregoing provisions shall also apply for the benefit of our statutory representatives and vicarious agents if claims are asserted directly against them.

§ 15 Liability for Defects in the Processing of Parts Sent to Us

(1) We shall not be liable for defects resulting from the condition or behavior of the material sent by the Customer. If such parts become unusable during processing due to material defects or other defects for which we are not responsible, we shall be entitled to the claims pursuant to § 645 BGB for remuneration for the work performed and reimbursement of expenses incurred. Further statutory claims shall remain unaffected.
(2) If workpieces become unusable due to circumstances for which we are neither intentionally nor grossly negligently responsible, we shall bear the costs of processing equivalent replacement workpieces.
(3) For individual orders (generally fewer than 20 identical pieces), the Customer shall provide the replacement pieces free of charge and carriage paid.
(4) For series orders (20 or more identical pieces), we shall provide replacement insofar as the scrap rate exceeds 5% of the quantity delivered, calculated for each individual part. Replacement shall be made in the amount of the costs demonstrably incurred by the Customer for raw materials and labor, but at most up to three times the order value of the workpiece to be replaced.

§ 16 Warranty and Notification of Defects

(1) The Customer's warranty rights presuppose that the Customer has duly complied with its duties to inspect and give notice of defects pursuant to § 377 HGB.
(2) If, despite all due care, the delivered goods or manufactured work exhibit a defect that already existed at the time the risk passed, we shall, subject to timely notification of the defect, at our discretion, remedy the defect up to two times where necessary or deliver replacement goods. We shall always be given the opportunity to provide subsequent performance within a reasonable period. Recourse claims shall remain unaffected by the foregoing provision.
(3) If subsequent performance fails, the Customer may – without prejudice to any claims for damages – withdraw from the contract or reduce the remuneration. Our consent must be obtained before any return shipment of the goods or work.
(4) Claims for defects shall not exist in the event of only an insignificant deviation from the agreed condition, only insignificant impairment of usability, natural wear or tear, or damage occurring after the

transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable operating materials, or special external influences not assumed under the contract. If improper repair work or modifications are carried out by the Customer or third parties, no claims for defects shall exist in respect of such work or the resulting consequences either.

(5) Claims by the Customer for expenses necessary for subsequent performance, in particular transport, travel, labor and material costs, shall be excluded insofar as such expenses are increased because the goods or work delivered by us have subsequently been moved to a location other than the Customer's registered office, unless the relocation corresponds to the intended use.

§ 17 Right of Rescission

The following provisions shall apply to breaches of duty outside liability for defects and shall not restrict the statutory right of rescission. In particular, the following principles shall apply:

(1) The Customer shall be entitled to withdraw from the contract if the entire performance becomes finally impossible or we are permanently unable to perform. The same shall apply to orders for identical items if part of the performance cannot be provided due to our fault and the Customer has no interest in the partial performance. If the Customer has an interest in the partial performance, the Customer may reduce the counter-performance accordingly. Withdrawal shall be excluded in the event of merely insignificant breach of duty.

(2) In the event of delay in performance, the Customer may withdraw from the contract after setting a deadline and the deadline expiring without result. These provisions shall apply accordingly in the event of partial delay in performance. If the Customer requests a change in the execution before delivery, the delivery period shall be suspended until agreement on the new execution is reached and shall then be extended by the time required to implement it.

§ 18 Termination of Contracts for Work

(1) The contract for work may be terminated by either party in compliance with the statutory provisions of the German Civil Code (in particular §§ 648, 648a BGB). The parties' right to terminate the contract extraordinarily for good cause shall remain unaffected. In particular, either party may terminate the contract if, due to culpable conduct of the other party, performance of the contract or its purpose is jeopardized to such an extent that it can no longer reasonably be expected of the terminating party to maintain the contractual relationship.

(2) In the event of premature termination of the contract by termination or for other reasons, we shall be entitled to payment of the contract price for the work performed by us. In this respect, in accordance with the case law of the Federal Court of Justice, we shall state and assess such work and distinguish it from the unperformed services.

(3) If we claim remuneration for services not performed, we shall also state these and indicate whether, and if so which, expenses we have saved as a result of termination of the contract.

(4) The statutory allocation of the burden of proof shall remain unaffected by the foregoing provisions.

§ 19 Supplementary Provisions Regarding Software

(1) We point out that, according to the state of the art, it is not possible to create complex software that is completely free of errors. Under certain conditions, software may exhibit limitations or malfunctions that cannot be foreseen.

(2) The subject matter of the warranty is a software product that is suitable for the contractually intended or customary use in accordance with the program description. The warranty relates exclusively to the software delivered in accordance with the contract and its functionality on the agreed systems.

(3) We warrant that the physical data carrier (e.g. USB stick, CD-ROM) is free from material and manufacturing defects upon handover.

(4) Further liability for defects in the software itself shall be excluded unless we act intentionally or with gross negligence. In particular, no warranty is given that the software meets the Customer's individual requirements or works error-free with hardware and software provided by the Customer. Responsibility for selection, installation, use and the results intended thereby shall lie with the Customer.

(5) The Customer's statutory claims, in particular in cases of intent, gross negligence or injury to life, body or health, shall remain unaffected.

§ 20 Limitation Periods

(1) The Customer's claims – irrespective of their legal basis – shall become time-barred within one year from the statutory commencement of the limitation period. This shall also apply to recourse claims pursuant to § 445b (1) BGB, provided that the final contract in the supply chain is not a consumer goods purchase. The one-year limitation period shall not apply to claims for defects in buildings or in items that, in accordance with their customary use, have been used for a building and have caused its defectiveness. In such cases, the limitation period shall be five years. The

suspension of expiry pursuant to § 445b (2) BGB shall remain unaffected.

(2) For claims arising from tort, the limitation period shall begin upon knowledge or grossly negligent lack of knowledge of the circumstances giving rise to the claim and of the person liable for compensation (§ 199 (1) BGB). For claims for damages arising from injury to life, body or health, and for damage based on intent or gross negligence, the statutory limitation periods shall apply exclusively.

§ 21 Creditworthiness Check

(1) We reserve the right to obtain information about the Customer's creditworthiness from the credit protection association responsible for the Customer's registered office (e.g. SCHUFA) or from other recognized credit agencies. This serves to protect our legitimate interests pursuant to Art. 6 (1) lit. f GDPR, in particular protection against payment defaults.

(2) We shall be entitled to transmit data from the contractual relationship (e.g. name, address, contractual data, payment behavior) to the aforementioned credit agencies insofar as this is necessary to protect our legitimate interests and no overriding legitimate interests of the Customer oppose such transmission. Data shall be transmitted exclusively within the framework of the statutory requirements of the GDPR and the German Federal Data Protection Act (BDSG).

(3) The provision by the Customer of further information beyond name and address shall be voluntary. There shall be no obligation to provide such data.

§ 22 Data Protection

(1) In the course of the business relationship, we shall process the Customer's personal data (e.g. contact details of contact persons, payment information) exclusively for the purpose of performing the contract, customer support and fulfilling statutory obligations. Processing shall be carried out in accordance with the provisions of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

(2) Personal data shall be processed on the basis of Art. 6 (1) lit. b GDPR (performance of a contract) and Art. 6 (1) lit. c GDPR (legal obligation). Further processing, e.g. for marketing purposes, shall only take place with express consent pursuant to Art. 6 (1) lit. a GDPR.

(3) Personal data shall only be disclosed to third parties insofar as this is necessary for performance of the contract (e.g. to shipping service providers or payment service providers) or is required by law. Transfer to third countries shall not take place unless this is necessary for performance of the contract and is carried out in compliance with statutory requirements.

(4) Data shall only be stored for as long as necessary for the stated purposes or as required by statutory retention periods.

(5) The Customer shall have the right to access, rectification, erasure, restriction of processing, data portability and objection to processing pursuant to Arts. 15–21 GDPR. The contracting partner may contact us at any time to exercise these rights.

§ 23 Miscellaneous

(1) This contract and the entire legal relationship between the parties shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of performance and exclusive place of jurisdiction for all disputes arising from this contract shall be the court having jurisdiction over our registered office.

(3) Should individual provisions of this contract be or become invalid or contain a gap, the validity of the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic purpose of the invalid provision, or to fill the gap.

(4) In the event of any discrepancies or inconsistencies between the German and English versions of these General Terms and Conditions, the German version shall prevail.

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