

## **GENERAL TERMS AND CONDITIONS**

of ConSus - ANT Stationary Cutting Solutions GmbH

### **I. Validity**

1. All quotations, goods and services of ConSus - ANT Stationary Cutting Solutions GmbH (hereinafter referred to as "Supplier") are based exclusively on these General Terms and Conditions. These are an integral part of all contracts which the Supplier concludes with its contractual partners (hereinafter also referred to as "Buyer") for the goods or services offered by the Supplier. They shall also apply to all future goods, services or quotations provided to the Buyer, even if this has not been expressly reiterated.

2. The terms and conditions of the Buyer or third parties shall not apply, even if the Supplier does not expressly object to the validity of these terms and conditions in individual cases. Even if the Supplier refers to a letter which contains or refers to the terms and conditions of business of the Buyer or a third party, this does not imply any recognition of the validity of those terms and conditions.

### **II. Quotation, conclusion of contract**

1. All quotations of the Supplier are subject to change and are non-binding unless this is explicitly expressed otherwise, or a specific acceptance period applies. The Supplier can accept orders or contracts within fourteen days of receipt. A contract shall only come into force if the order is confirmed in writing by the Supplier.

2. The written contract, including the product specifications and these General Terms and Conditions, shall constitute the sole basis for the legal relationship between the Supplier and the Buyer. These fully reflect all agreements between the parties to the contract regarding the subject matter of the contract. Verbal assurances made by the Supplier prior to conclusion of this contract are legally non-binding, unless it is expressly stated that they continue to be binding.

3. The Supplier reserves all rights, intellectual property rights and legal rights to all documents, materials and other items (such as quotations, catalogues, price lists, estimates, plans, drawings, illustrations, calculations, product descriptions and technical data, manuals, samples, models and other documents, information and items available in physical and/or electronic form) it provides to the Buyer.

4. The Buyer himself or a third party may not use, reproduce or modify the aforementioned items and their contents for commercial purposes, or disclose or make these accessible

to third parties, without the prior consent of the Supplier. The Buyer may use them exclusively for the purposes stipulated in the contract and must return them in full to the Supplier upon request and destroy or permanently delete all physical or electronic copies, insofar as they are no longer required in the ordinary course of business or no longer need to be retained in order to fulfil statutory safekeeping obligations.

Upon request by the Supplier, the Buyer shall certify or provide evidence that the aforementioned documents, materials and items have been completely destroyed/deleted, and if not shall provide the reasons and evidence why it continues to retain documents, materials and items.

5. The Buyer is prohibited from removing, changing, obscuring or replacing the trademarks, logos, names or contact information of the Supplier in the delivery items and related documents handed over by the Supplier, including the documents and materials referred to in Section II. 3. The same applies to type plates, type designations, CE markings and related information.

6. The information and descriptions in related documents that accompany the quotation, such as catalogues, leaflets, pictures, drawings and technical data, is only approximate.

7. Deviations of the delivered objects of purchase from quotations, samples, trial and pre-deliveries shall be accepted in accordance with the provisions of the relevant DIN standard and other norms and standards.

### **III. Prices, terms of payment**

1. The prices are applicable for the scope of services and delivery listed in the order confirmations. Additional or special services are charged separately. Prices are in Euros ex works, including loading at the factory plus packaging, statutory VAT, customs duties for export deliveries as well as fees and other official charges.

2. Unless agreed otherwise in the contract, payments on the account of the Supplier shall be made without deduction, namely one third upon confirmation of the order, another third as soon as the Buyer has been informed that the main components are ready for dispatch, and the balance within one month after transfer of risk.

3. The Buyer shall only be entitled to withhold payments or offset them against counterclaims if the counterclaims are undisputed or have been legally established.

#### **IV. Delivery, delivery time**

1. Deliveries shall be made EXW (Supplier's works) at Hinter den Kirschkatzen 32, 23560 Lübeck, Germany, according to Incoterms 2020.

2. If, at variance with the terms of the contract, the Buyer wishes the Supplier to undertake the transportation, the Buyer shall bear all corresponding costs and expenses. In addition, the Buyer will be charged an administration fee amounting to 15% of all transportation costs and expenses incurred.

3. If the intended method of transportation or delivery to the requested location is not possible within the envisaged period due to circumstances beyond the Supplier's control, the Supplier may choose another form of delivery. The additional costs shall be borne by the Buyer. The Buyer will be given the opportunity to comment beforehand.

4. The delivery periods are based on the contractual agreements between the parties. For the Supplier to comply with the above, all commercial and technical questions must have been clarified by the parties to the contract and the Buyer must have fulfilled all his obligations, such as obtaining all the necessary permits and making the agreed advance payments, in good time. If this is not the case, the delivery period shall be extended accordingly.

5. Adherence to the delivery deadline requires correct and punctual delivery to the Supplier by his sub-suppliers. The Supplier shall inform the Buyer immediately of any foreseeable delays.

6. The delivery period shall be deemed to have been observed if the delivery items have left the Supplier's works, or if notification of readiness for dispatch has been given, by the end of this period. If acceptance is required, the date of acceptance or alternatively the notification of readiness for acceptance, shall apply, unless there are justified reasons for refusing acceptance.

7. If the delivery is not possible or is delayed due to force majeure or other events that were not foreseeable at the time of contract conclusion and which are not the fault of the Supplier, the Supplier shall not be liable. If such events make it considerably more difficult or impossible for the Supplier to deliver or perform the services, and the hindrance is not only of a temporary nature, the Supplier is entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery or performance deadlines shall be extended or postponed by the period of the hindrance plus a reasonable start-up period. If the Buyer cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by notifying the Supplier immediately in writing.

8. The Supplier shall only be entitled to make partial deliveries if (i) the Buyer can use the partial delivery according to the contractually defined purpose; (ii) delivery of the remaining ordered goods is ensured and (iii) the Buyer does not incur any significant effort or additional costs as a consequence (unless the Supplier declares that it is willing to bear these costs). The Buyer shall pay the applicable contract price for the partial delivery. The same shall apply in the event that the Supplier is unable to perform the agreed services. In all other respects Section VII shall apply.

9. If there is an impossibility or inability for the Supplier to perform during the delay in acceptance, or if the Buyer is solely or substantially responsible for these circumstances, the Buyer shall pay the contractual amount in full.

#### **V. Transfer of risk, acceptance**

1. The risk shall pass to the Buyer upon delivery in accordance with Section III.1; this shall also apply to partial deliveries or if the Supplier has undertaken to perform further services (e.g. shipping or assembly). If acceptance is scheduled, the acceptance procedure must take place on the agreed date or alternatively once the Supplier has provided notification of readiness for acceptance. The Buyer is not permitted to refuse acceptance on the basis of insignificant defects. The delivery items shall be deemed to be accepted when (i) the items have been delivered and, if the Supplier is also responsible for installation, the installation is complete; (ii) the Supplier has notified the Buyer accordingly with reference to the fictitious/notional acceptance in accordance with this Section IV.1; (iii) twelve (12) business days have passed since delivery or installation or the Buyer has started to use the delivery items (e.g. has put the delivered equipment into operation) and in this case six (6) business days have passed since delivery or installation and (iv) the Buyer has failed to accept the delivery items within this period for any reason other than notification of a defect to the Supplier which makes the use of the delivery items impossible or substantially impairs such use.

2. If the delivery or acceptance is delayed for reasons for which the Supplier is not responsible, the risk shall pass to the Buyer upon notification of the Supplier's readiness to deliver or accept. The costs associated with the delay, in particular for the storage of the delivery items after the transfer of risk, shall be borne by the Buyer. In the event of storage by the Supplier, the storage costs shall amount to (0.25) % of the invoice amount of the delivery items to be stored for each week that elapses. The right is reserved to assert and prove further or lower storage costs.

## **VI. Retention of title**

1. The Supplier shall retain the title to the delivery items (hereinafter referred to as "reserved goods") until all contractual payments have been received in full.

2. The Supplier is entitled to insure the reserved goods against theft, burglary, fire, water and other damages at the expense of the Buyer, unless the Buyer can prove that appropriate insurance cover is in place.

3. The Buyer is not entitled to sell, pledge or deposit the reserved goods as security. In the event of a pledge or attachment of the reserved goods or other dispositions by third parties, the Buyer shall inform the Supplier immediately.

## **VII. Warranty**

1. The warranty period is one year from delivery or, if acceptance is required, from acceptance. This period does not apply to claims for damages by the Buyer arising from injury to life, body or health or as a result of intentional or grossly negligent breaches of duty by the Supplier or its vicarious agents, which are subject to the statute of limitations in accordance with the statutory regulations. Statutory time limits shall also apply for defects in a building and for delivery items which have been used for a building in accordance with their normal use.

2. The delivery items must be carefully examined immediately after delivery to the Buyer or third party designated by the Buyer. They shall be deemed to have been approved by the Buyer as free of obvious defects or other defects that would be identified by carrying out an immediate thorough inspection if the Supplier does not receive a written notice of defects within (seven) working days of delivery. With respect to other defects, the delivery items shall be deemed to have been approved by the Buyer if the Buyer does not notify the Supplier of the defect within (seven) business days after the time at which the defect became apparent; however, if the defect was already apparent at an earlier time in normal use, this earlier time shall be decisive for the commencement of the notice period. At the request of the Supplier, a delivery item which is the subject of a complaint shall be returned to the Supplier carriage paid. If the complaint is justified, the Supplier shall reimburse the costs of the most favourable dispatch route; this shall not apply if the costs increase because the delivery item is located somewhere other than the place of intended use. Replaced parts or components shall become the property of the Supplier.

3. If the delivery items contain material defects, the Supplier is obliged and has the right in the first instance to choose between repairing the defect or replacing the item within a reasonable time period.

4. If the delivery item infringes a third party's industrial property rights, the Supplier shall, at its discretion and at its expense, either modify or replace the delivery item in such a way that third party rights are no longer infringed, but so that the delivery item continues to fulfil the contractually agreed functions, or procure the right of use for the Buyer by concluding a licence agreement with the third party. If the Supplier does not succeed in doing so within a reasonable period of time, the Buyer is entitled to withdraw from the contract or to reduce the purchase price appropriately.

5. The Supplier's obligations under Section VII. 4 shall only apply if (i) the Buyer has notified the Supplier without undue delay of any alleged infringement of industrial property rights; (ii) the Buyer has supported the Supplier to a reasonable extent in defending any claims asserted or has enabled the Supplier to defend itself against the claims asserted under Section VII. 4; (iii) the defect of title is not attributable to an instruction of the Buyer; and (iv) the infringement has not been caused by Buyer's unauthorized modification of the product or use of the product in a manner which is not in accordance with the contract. The right to take defensive measures, including out-of-court settlements, shall remain exclusively with the Supplier.

## **VIII. Liability**

1. The Supplier's liability for damages, irrespective of the legal grounds, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, shall be limited in accordance with this Section VIII, insofar as fault is involved in each case.

2. The Supplier shall not be liable in the event of simple negligence on the part of its primary agents, legal representatives, employees or other vicarious agents, provided that it is not a matter of a breach of essential contractual obligations. Essential contractual obligations are obligations which are a precondition for proper performance of the contract and on the implementation of which the Buyer relies and may rely ("essential contractual obligations")

3. If the Supplier is liable for damages pursuant to Section VIII.2, this liability shall be limited to damages which the Supplier foresaw as a possible consequence of a breach of contract at the time the contract was concluded, or which the Supplier should have foreseen when exercising due diligence. Compensation for indirect damage and consequential damage resulting from defects of the delivery item can only be provided if such damage is typically to be expected when the delivery item is used as intended.

4. The above exclusions and limitations of liability shall apply to the same extent in favour of the primary agents, legal

representatives, employees and other vicarious agents of the Supplier.

5. If the Supplier provides technical information or acts in an advisory capacity and this information or advice is not part of the contractual scope of services to be provided by the Supplier, this shall be free of charge and not subject to any liability.

6. The limitations of this Section VIII shall not apply to the liability of the Supplier for wilful acts, guaranteed characteristics of quality, injury to life, body or health or under the Product Liability Act.

## **IX. Protection of secrets, use of software**

1. The Buyer is prohibited from obtaining confidential information by means of reverse engineering. "Reverse engineering" means all actions, including observing, testing, examining, and the dismantling and, if applicable, reassembly of the delivery items with the aim of obtaining confidential information.

2. If the scope of delivery includes software, the Buyer is granted a non-exclusive right to use it, including the documentation. This applies to use on the contractual product for which the software was developed. Execution of the software on several systems is prohibited.

3. The Buyer may only copy, modify, translate or reconvert the object code of the software into the source code to the extent permitted by law (§§ 69a ff Copyright Act). The Buyer is prohibited from removing the manufacturer's specifications - especially the copyright references - or from changing them without express prior consent of the Supplier.

4. All other rights to the software and documentation, including copies thereof, shall remain with the Supplier or his subcontractor. The granting of sub-licenses is not permitted.

## **X. Applicable law, place of jurisdiction**

1. The law of the Federal Republic of Germany applies exclusively. The UNCITRAL Convention on the International Sale of Goods (CISG) shall not apply.

2. The exclusive place of jurisdiction for all disputes arising from or in connection with quotations, deliveries and services of the Supplier is the registered office of the Supplier. The Supplier is however entitled to file a suit at the Buyer's headquarters.