
General Terms and Conditions of Delivery of EKF Automation GmbH

§ 1 Applicability

1. These General Terms and Conditions of Delivery apply only for use by EKF Automation GmbH (hereinafter also referred to as "seller") towards entrepreneurs, legal entities under public law or special funds under public law.
2. An entrepreneur within the meaning of these General Terms and Conditions of Delivery is any natural or legal person or partnership with legal capacity that acts in the exercise of its commercial or independent professional activity.
3. All deliveries, services and offers of the Seller are made exclusively on the basis of these General Terms and Conditions of Delivery. These are an integral part of all contracts concluded by the Seller with its contractual partners (hereinafter also referred to as the "Client") concerning the deliveries or services offered by the Seller. They also apply to all future deliveries, services or offers to the client, even if they are not agreed separately again.
4. Terms and conditions of the client or third parties shall not apply, even if the seller does not object separately to their validity in individual cases. Even if the seller refers to a letter containing, or referring to, the terms and conditions of the client or a third party, there is no agreement with the validity of those terms and conditions.
5. Individual agreements between the Seller and the Client shall take precedence over these General Terms and Conditions of Delivery.

§ 2 Offer and conclusion of the contract

1. All offers of the Seller are subject to change and non-binding, unless they are expressly marked as binding or contain a certain acceptance period. The Seller can accept orders by sending an order confirmation within 21 days of receipt of the order or by providing the ordered service to the client.
2. Verbal promises made by the seller prior to the conclusion of this contract are legally non-binding and verbal agreements of the parties are replaced by the written contract or, if a written contract has not been concluded, by the seller's order confirmation, unless it is expressly stated that they continue to apply bindingly.
3. Additions and amendments to the agreements concluded, including these General Terms and Conditions of Delivery, require written form to be effective. With the exception of managing directors or authorised agents, the Seller's employees are not

entitled to make any deviating agreements. To maintain the written form, telecommunicative transmission by fax or e-mail is sufficient.

4. Information provided by the Seller on the subject of the delivery or performance (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) and his representations thereof (e.g. drawings and illustrations) are only approximate, unless the usability for the contractually intended purpose requires precise conformity. They are not guaranteed characteristics, but descriptions or markings of the delivery or service. Commercially available deviations and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts, are permitted insofar as they do not affect the usability for the contractually intended purpose.
5. The Seller reserves the right to property, copyright and industrial property rights, in particular all rights of use and exploitation of all offers and cost estimates made available to the client by the Seller, as well as documentation, drawings, designs, illustrations, calculations, brochures, catalogues, models, moulds, tools, devices and other documents and tools. The client may not make these documents and objects accessible as such or content to third parties without the express consent of the seller, make them known, use or reproduce them themselves or by third parties. At the Seller's request, he must return them in full and destroy any copies made if they are no longer required by him in the proper course of business or if negotiations do not lead to the conclusion of a contract with the Seller.

§ 3 Prices, payment and security

1. The prices of the seller apply to the agreed scope of service and delivery. Additional or special services will be charged separately. The prices are in EURO ex works and, unless otherwise agreed, without costs for packaging and freight, as well as road charges, customs and other charges and other public charges. The statutory value added tax is not included in the prices; it will be shown separately in the invoice at the statutory amount applicable on the day of the invoicing.
2. Invoice amounts must be paid immediately without any deduction to the seller, unless otherwise agreed.
3. The date of payment is determined by the receipt by the seller. Cheques and bills of exchange shall only be accepted in the event of an express prior written agreement and only on the basis of performance. All costs associated with them shall be borne by the Client.
4. Unless otherwise agreed, the following due date for payments shall apply to the Client for the delivery of equipment including automations or software by the Seller:

- 30 % of the contract price upon conclusion of the contract,
 - another 40 % on display readiness for delivery by sellers,
 - 20 % of the contract price on delivery and
 - the remaining 10 % six working days after delivery or, if acceptance is required, with acceptance.
5. The Client shall only be entitled to set-off rights and retention rights if its counterclaims are recognised, undisputed, legally established or ready for decision. In addition, the client is only authorised to exercise a right of retention if his counterclaim is based on the same contractual relationship.
 6. The seller is entitled to carry out or provide outstanding deliveries or services at his discretion only against advance payment or security if, after conclusion of the contract, he becomes aware of circumstances which are substantially suitable to reduce the creditworthiness of the client and which jeopardises the payment of the seller's outstanding claims from the respective contractual relationship (including from other orders).
 7. If the service owed by the Seller must be procured entirely or predominantly from third parties or should it be transferred abroad, the Client shall, at the Seller's request, be obliged to provide security for the service owed by the Seller or to pre-paid with the contractual price owed to the Seller, whereby, in the event of the Client's advance performance, the Seller may demand security from the Seller.
 8. A person requiring a guarantee must reimburse the other part of the contract with the usual cost of the security up to a maximum of two out of 100 for the year. This does not apply if the security must be maintained due to objections from the other part of the contract and the objections prove to be unfounded or the security is otherwise not returned.
 9. If the Seller has determined to the Client a period of at least twelve working days for the performance of the required security or intermediate service, the Seller may set a grace period of at least six working days to the Client in writing, stating that he refuses to accept the security or intermediate performance after the expiry of the grace period. After fruitless expiry of the grace period, the seller is entitled to withdraw from the contract by written declaration and to demand compensation for non-performance. The setting of a grace period is not required if the client seriously and definitively refuses the required security or advance payment. If the seller claims damages, these amount 15 % of the contract

price. The Client shall retain proof that the Seller has suffered no or only minor damage. If the seller can prove a higher damage, he is entitled to assert it.

§ 4 Delivery, delivery time, partial deliveries

1. Deliveries are made ex works Seller.
2. Deadlines and deadlines for deliveries and services promised by the Seller shall always apply only approximate, unless a fixed deadline or a fixed date is expressly agreed. The beginning of a delivery period to be observed by the Seller requires the clarification of all significant technical questions between the contracting parties and the timely and proper fulfilment of the client's obligations. If shipment has been agreed, delivery periods and delivery dates shall refer to the time of delivery to the forwarding agent, carrier or other third party commissioned with the transport.
3. The Seller may — without prejudice to his rights arising from default of debtor or acceptance of the Client — demand from the Client an extension of delivery and performance periods or a postponement of delivery and performance dates by the period during which the Client fails to fulfil its contractual obligations towards the Seller.
4. In the case of call orders without agreement of contractual conditions such as start of performance, delivery time or production sizes, the Seller may request a decision of the Client on this matter after at least two months after the conclusion of the contract. If the client fails to comply with this request within two weeks, the seller is entitled to set a two-week grace period and to withdraw from the contract after its expiry and/or to demand compensation.
5. The Seller shall not be liable for the impossibility of delivery or for delays in delivery, insofar as these have been caused by force majeure or other events not foreseeable at the time of the conclusion of the contract (e.g. malfunctions of all kinds, difficulties in obtaining material or energy procurement, transport delays, strikes, lawful lockouts, lack of labour, energy or raw materials, difficulties in obtaining necessary official approvals, official measures or the lack of, incorrect or untimely delivery by suppliers) that the seller is not responsible for. If such events make delivery or service significantly difficult or impossible for the seller and the hindrance is not only temporary, the seller is entitled to withdraw from the contract. In the case of obstacles of temporary duration, the delivery or performance periods shall be extended or the delivery or service dates shall be postponed by the period of obstruction plus a reasonable start-up period. If the client cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract by immediate declaration in text form to the seller.

6. The Seller shall only be entitled to make partial deliveries if
 - a) these partial deliveries have been agreed upon; or
 - b) the partial delivery is reasonable for the client within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the client does not incur any significant additional costs and no additional costs due to the partial delivery, or the seller has agreed to take over the additional expenses and the additional costs.
7. If the Seller is in default with a delivery or service or if a delivery or service becomes impossible for any reason, the Seller's liability shall be limited to damages in accordance with § 8 of these General Terms and Conditions of Delivery.

§ 5 Place of performance, dispatch, transfer of risk, storage costs, acceptance

1. The place of performance for all obligations arising from the contractual relationship is Freital, unless otherwise agreed.
2. The shipping method and the shipping route are subject to the seller's due discretion if he owes shipment or delivery.
3. The risk of accidental loss and accidental deterioration shall pass to the client upon collection of the delivery item. If the Seller is obliged to dispatch the delivery item, the risk of accidental loss and accidental deterioration shall pass to the Client to the forwarding agent, carrier or any other third party designated for the execution of the shipment, upon the handover of the delivery item (where the commencement of the loading process is decisive). If the seller is obliged to deliver the delivery item, the risk of accidental loss and accidental deterioration shall pass to the client with delivery. If acceptance is to take place, the risk of accidental loss and accidental deterioration shall be transferred to the client as soon as the acceptance has taken place or is deemed to have taken place. If the collection, dispatch or delivery is delayed as a result of a circumstance whose cause lies with the client, the risk of accidental loss and accidental deterioration shall pass to the client from the day on which the delivery item is ready for delivery and the seller has notified it to the client. The same applies if the seller stores the delivery item with him at the request of the client.
4. Storage costs after transfer of risk shall be borne by the client. In case of storage after transfer of risk by the seller, the storage costs are 0.25 % of the invoice amount (net amount excluding VAT) of the delivery items

to be stored per week. In addition, there is, if necessary, the statutory value added tax. The assertion and proof of further or lower storage costs remain reserved to the seller and the client.

5. In case of shipment, the Seller will only insure the delivery item at the express request of the Client and only at its expense against theft, breakage, transport, fire and water damage or other insurable risks.
6. If acceptance is to take place, the delivery item shall also be deemed to have been accepted if
 - a) the delivery and, if the seller also owes the installation, the installation has taken place,
 - b) the Seller has communicated this to the Client with reference to the acceptance fiction in accordance with this Section 5 para. 6. and has requested him to accept,
 - c) 12 working days have elapsed since the delivery or installation and the above notification or the Client has started using the delivery item (e.g. the delivered system has put into operation) and in this case twelve working days have elapsed since delivery or installation and the above notification; and
 - d) the client has refrained from acceptance within this period for a reason other than due to a defect notified to the seller, which makes the use of the delivery item impossible or significantly impaired.

The provisions of § 640 (1) and (3) BGB and the principles of a conclusive acceptance remain unaffected and continue to apply.

§ 6 Warranty for defects

1. Unless otherwise agreed in writing, the limitation period for claims for defects shall be one year from delivery or, if acceptance is necessary, from acceptance. This does not apply in the cases of § 438(1) No. 2 and § 634a(1) No. 2 BGB or in the case of claims for defects based on intentional or grossly negligent conduct attributable to the seller, his organs, legal representatives, employees or other vicarious agents or to claims for injury to life, body, freedom or health; in this respect, it remains with the legal regulation. The statutory limitation period in case of recourse to delivery pursuant to § 478 BGB shall also remain unaffected.
2. The agreed specifications and the agreed product description shall be decisive for the quality and execution of the delivery item, unless otherwise agreed.
3. Examination of the subject-matter of the contract and complaints of defects by the Client
 - a. If the client is a merchant, unless acceptance is to take place, the delivered goods must be carefully examined immediately after delivery to

- the client or to the third party designated by him. The delivered items shall be deemed to have been approved by the Client with regard to obvious defects or other defects that would have been recognizable during an immediate, careful examination if the Seller does not receive a written notification of defects within twelve working days of delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the client if the notification of defects does not reach the seller within twelve working days of the time when the defect was manifested; however, if the defect was already apparent to the contracting authority at an earlier stage during normal use, this earlier date is decisive for the commencement of the period of complaint. Complaints of defects must be made in writing. Their timely dispatch is sufficient to comply with the deadline.
- b. If the client is not a merchant, unless acceptance takes place, the delivered goods must be inspected immediately after delivery to the client or to the third party designated by him. The delivered items shall be deemed to have been approved by the Client with regard to obvious defects or other defects that would have been recognizable during an inspection if the Seller does not receive a notification of defects in text form within twelve working days of delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the client if the notification of defects does not reach the seller within twelve working days of the time when the defect was manifested; however, if the defect was already apparent to the contracting authority at an earlier stage during normal use, this earlier date is decisive for the commencement of the period of complaint. Complaints of defects require the text form. Their timely dispatch is sufficient to comply with the deadline.
- c. The provisions of this paragraph shall not apply to fraudulently concealed defects.
4. In the event of a defect in a delivered item, the Seller shall first be obliged and entitled to rectification or replacement delivery, according to his choice to be made within a reasonable period. In the event of failure, i.e. the impossibility, unreasonability, refusal or undue delay of rectification or replacement delivery, the client may withdraw from the contract or reduce the purchase price appropriately.
5. At the Seller's request, a disputed delivery item or a contested part of a delivery item shall be returned to the Seller free of charge. In the event of a justified notification of defects, the seller shall reimburse the costs of the cheapest shipping route; this does not apply if the costs increase because the delivery item is located in a place other than the place of the intended use.
6. If a defect is based on the fault of the seller, the client may demand compensation under the conditions specified in § 8 of these General Terms and Conditions.
7. In the case of defects of components of other manufacturers, which the seller cannot remedy for licensing or factual reasons, the seller will, at his option, assert his warranty claims against the manufacturers and suppliers for the account of the client or assign it to the client. Warranty claims against the Seller only exist in the case of such defects under the other conditions and in accordance with these General Terms and Conditions of Delivery if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is hopeless, for example due to insolvency. During the duration of the dispute, the limitation period of the respective warranty claims of the client against the seller is suspended.
8. The warranty shall not apply if the client changes the delivery item without the consent of the seller or allows it to be changed by third parties and the removal of defects is thereby rendered impossible or unreasonably difficult. In any case, the client shall bear the additional costs of the removal of defects resulting from the change.
9. Unless otherwise agreed, a delivery of second-hand goods agreed with the Client shall be made to the exclusion of any warranty for material defects, except in the event of fraudulent concealment by the Seller of material defects.

§ 7 Intellectual property rights

If the Seller has to deliver according to drawings, models, samples provided by the client or using parts or software provided by the client, the client shall ensure that the property rights of third parties in the country of destination of the goods and in the country of manufacture are not infringed. The Seller will inform the Client of rights known to him; however, he is not obliged to carry out his own research. The client shall indemnify the seller from claims of third parties at first request and to compensate him for any damages and costs of legal defence. If the Seller is prohibited from manufacturing or supplying by a third party relying on an intellectual property right, the Seller shall be entitled — without examining the legal situation — to cease the work until the legal situation has been clarified by the Client and the third party. If due to the delay the continuation of

the order is no longer reasonable for the seller, he is entitled to withdraw and assert damages.

§ 8 Liability for damages due to fault

1. The Seller's liability for damages, for whatever legal reason, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations in contractual negotiations and tortious acts, is limited in accordance with § 8 of these General Terms and Conditions of Delivery. The same applies to liability for reimbursement of expenses.
2. The Seller is only liable for intent or gross negligence of its organs, legal representatives, employees or other vicarious agents. However, this does not affect liability for breach of essential contractual obligations. The contractual obligation for the timely delivery and installation of the delivery item, its freedom from defects that affect its functionality or suitability for use more than only negligibly, as well as consulting, protection and care obligations, which are intended to enable the client to use the delivery item in accordance with the contract, or to protect the life or limb of the client's personnel or to protect its property from significant damage are essential. The basic, elementary other obligations arising from the contractual relationship are also essential, which are particularly important for the proper execution or performance of the contract or which significantly influence the relationship of trust existing between the parties, in particular the fulfilment of delivery obligations and important reporting obligations.
3. Insofar as the Seller is liable for damages in accordance with Section 8(2) of these General Terms and Conditions of Delivery, this liability is limited to damages which the Seller foresees at the time of conclusion of the contract as a possible consequence of a breach of contract or which he should have foreseen in the application of customary care. In addition, indirect damages and consequential damages, which are the result of defects of the delivery item, are only recoverable, insofar as such damages are typically to be expected in the case of the intended use of the delivery item.
4. In the case of liability for simple negligence, the seller's obligation to pay compensation for property damage and resulting further financial damage is limited to an amount of EUR 3,000,000 per claim (according to the current coverage amount of his product liability insurance or liability insurance), even if it is a breach of essential contractual obligations.
5. The above exclusions and limitations of liability shall apply to the same extent in favour of the Seller's bodies, legal representatives, employees and other vicarious agents.

6. Insofar as the seller provides technical information or provides advice and this information or advice is not part of the contractually agreed scope of services owed by him, this is done free of charge and to the exclusion of any liability.
7. The limitations of § 8 of these General Terms and Conditions of Delivery shall not apply to the Seller's liability for intentional or grossly negligent conduct, guaranteed characteristics, injury to life, body, freedom or health or mandatory liability under the Product Liability Act.
8. A change in the burden of proof to the detriment of the client is not linked to the provisions of § 8 of these General Terms and Conditions of Delivery.

§ 9 Retention of title

1. The retention of title agreed below serves to secure all existing current and future claims of the seller against the client from the business relationship, in the case of current invoice also from balance invoice. If payment has been agreed with the client due to the cheque/change procedure, the reservation also extends to the redemption of a bill of exchange accepted by the seller and does not expire by crediting a cheque with the seller.
2. The goods delivered by the Seller to the Client (delivery item) remain the property of the Seller until all secured claims have been paid in full. The goods and the goods which take their place in accordance with the following provisions, covered by the reservation of title, are hereinafter referred to as "reserved goods".
3. The client shall keep the reserved goods free of charge for the seller. He is obliged to treat the reserved goods with care. In particular, he is obliged to insure them sufficiently at their own expense against fire, water and theft damage at their new value. If maintenance and inspection work is required, the client must carry them out in good time at his own expense.
4. The client is entitled to process and sell the goods subject to retention of title until the event of exploitation (Section 9(9) of these General Terms and Conditions of Delivery) in the ordinary course of business. Pledges, assignments of security or similar dispositions over the reserved goods are not permitted.
5. If the reserved goods are processed or re-educated by the client, it is agreed that the processing or transformation is carried out in the name and for the account of the seller as a manufacturer and that the seller directly acquires the ownership or — if the processing of materials of several owners takes place or if the value of the processed or converted item is higher than the value of the reserved

goods — the co-ownership of the newly created object in proportion of the value of the reserved goods to the value of the newly created object. In the event that no such acquisition of ownership should occur with the Seller, the Client shall already transfer his future property or, in the above-mentioned relationship, co-ownership of the newly created item to the Seller for security. If the reserved goods are combined with other goods into a single object or inseparably mixed and one of the other items is to be regarded as the main thing, the seller, insofar as the main thing belongs to him, shall transfer to the client the co-ownership of the uniform item in the ratio referred to in sentence 1.

6. In the event of the resale of the reserved goods, the Client hereby assigns to the Seller the resulting claims against the acquirer — in the case of the seller's co-ownership of the reserved goods proportionally in accordance with the co-ownership share — to the Seller, until all claims of the Seller are to be secured. The same applies to other objects, rights or claims that replace the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims arising from tort in the event of loss or destruction. The Seller shall revocably authorise the Client to collect the claims assigned to the Seller in its own name. The seller may revoke this direct debit authorisation only in the event of exploitation.
7. If third parties access the reserved goods, in particular by attachment, the client will immediately inform them of the seller's property and inform the seller thereof in order to enable him to enforce his property rights. If the third party is unable to reimburse the seller for the legal or extrajudicial costs incurred in this context, the client shall be liable for this to the seller.
8. The Seller will release the reserved goods as well as the items, rights or receivables in their place, insofar as their value exceeds the amount of the secured claims by more than 10 %. The selection of the securities to be released afterwards lies with the seller.
9. If the seller withdraws from the contract in the event of non-conformity of the client's conduct — in particular default of payment — from the contract (recovery case), he is entitled to demand and exploit the reserved goods as well as the objects, rights or receivables that have taken their place. The proceeds of exploitation shall be credited against the principal's liabilities, minus reasonable costs of exploitation. In the event of exploitation, the Seller may also require the Client to provide all necessary information for the enforcement of his rights and for the collection of his claims, handing over the related documents and informing the debtors (third parties) of the assignment.

§ 10 Special Regulations for Software Use

1. Insofar as software is included in the scope of the item supplied by the Seller, the Client shall be granted a non-exclusive, unlimited right of use for the software, including the supplied documentation, exclusively for use on the contractually determined object.

Installation of the Software on an item other than that supplied by the Seller requires the prior consent of the Seller. The award of sub-licenses by the contracting authority is not permitted.

2. The permanent or temporary reproduction, translation, editing, arrangement or other modifications of the software supplied in whole or in part or the reproduction of results obtained here require the prior consent of the seller. Reference is made to the provisions of § 69 c UrhG.

Manufacturer's information — in particular copyright notices — may not be removed or changed without the prior consent of the seller.

3. All other rights to the software and documentation, including copies, remain with the seller or software supplier.

§ 11 Provisions of objects by the client

1. If the client is obliged to provide samples or objects to be manufactured or to be processed on plants, these are to be handed over to the seller at the expense and risk of the client to the required extent in time and in perfect condition.
2. If the client fails to fulfil its obligation to provide in accordance with Section 11(1) of these General Terms and Conditions of Delivery in good time, the delivery time shall be extended appropriately. In addition, except in cases of force majeure, the client also bears the additional costs incurred for production interruptions.

§ 12 Final provisions/judicial status/choice of law

1. If the client is a merchant, a legal person under public law or a special fund under public law, or if he has no general place of jurisdiction in the Federal Republic of Germany, or if, after conclusion of the contract, he transfers his domicile or habitual residence abroad, his domicile or habitual residence is not known at the time of the commencement of the action, the place of jurisdiction for all disputes arising from the business relationship between the seller and the client is the place of business of the seller. The seller may also sue the client at his domicile court (§ 13 ZPO) or, in the case of legal persons, its general place of jurisdiction (§ 17 ZPO). Mandatory statutory provisions on exclusive jurisdictions remain unaffected by these regulations.

2. The relations between the Seller and the Client are exclusively governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.
3. Insofar as the contract or these General Terms and Conditions contain loopholes, the legally effective provisions which the contracting parties would have agreed to in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery shall be deemed to have been agreed in order to fill these gaps if they had known the loophole.

Note:

The Client acknowledges that the Seller stores data from the contractual relationship pursuant to § 6 GDPR for the purpose of data processing and reserves the right to transfer the data to third parties (e.g. insurances) insofar as necessary for the performance of the contract.

As of 02.01.2023