



General Terms and Conditions of Sale and Delivery of Digel Stictech GmbH & Co. KG

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A. General conditions

§ 1 Scope of application

1. These General Terms and Conditions of Sale and Delivery apply to all our fields of activity.

These General Terms and Conditions of Sale and Delivery therefore apply in particular to the delivery of goods or spare parts as well as to services and work performances.

2. These General Terms and Conditions of Sale and Delivery apply exclusively in our relationship with the customer. They shall also apply to all future business transactions and to all business contacts with the customer, such as the commencement of contract negotiations or the initiation of a contract, even if they are not expressly agreed again or if they are not expressly referred to again. The validity of the customer's general terms and conditions of order or purchase is expressly rejected.

3. Previous agreements and previous versions of our Terms and Conditions of Purchase are superseded by these General Terms and Conditions.

4. the acceptance of our services and deliveries by the customer shall be deemed as acceptance of the validity of these General Terms and Conditions of Sale and Delivery.

§ 2 Conclusion of contract

1. Unless otherwise agreed, our offers are subject to change and non-binding.

2. we shall only be bound by an order if it has been confirmed by us in writing by means of an order confirmation or if we commence execution of the order.

§ 3 Scope of delivery and service, performance deadlines, updating, reservation of self-delivery

1. our written offer or our order confirmation shall be decisive for the scope of our delivery or service. Subsidiary agreements and amendments require our written confirmation. If our offer or our order confirmation is based on information provided by the customer (data, figures, illustrations, drawings, system requirements, etc.), our offer shall only be binding if this information was correct. If it turns out after conclusion of the contract that the order cannot be carried out in accordance with the customer's specifications, we shall be entitled to withdraw from the contract if and insofar as the customer is not prepared to accept the alternative solution proposed by us and to bear any additional costs actually incurred.

2. we are entitled to partial performance of all deliveries and services to a reasonable extent. We are entitled to use subcontractors to fulfill our contractual obligations.

3. as soon as we become aware of the risk of the customer's inability to pay, we shall be entitled to provide deliveries of goods and services only against advance payment or provision of security. This shall not affect our right to withdraw from individual contracts already concluded in individual cases if and to the extent that the customer fails to make an advance payment or provide security within a reasonable grace period.

4. delivery and performance deadlines and dates always represent the best possible information, but are generally non-binding. The commencement of the delivery period and compliance with bindingly agreed delivery dates shall be subject to the customer's timely and proper performance of the acts of cooperation incumbent upon it, its provision of all documents to be provi-

ded and any agreed advance payments.

5. if we have concluded a congruent hedging transaction for the provision of our services, agreed delivery and service deadlines are subject to our correct and timely self-supply by our suppliers/subcontractors with the deliveries and services that we require for execution. If, for reasons for which we are not responsible, such correct and timely self-delivery/service provision does not take place, we shall not be in default. In this case, we shall be entitled to withdraw from the contract. We shall inform the customer immediately of such impediments to performance and reimburse any services already rendered by the customer without delay.

6. in the event of force majeure or other extraordinary circumstances beyond our control, in particular epidemics or pandemics, labor disputes, operational disruptions through no fault of our own, unrest, official measures or other unavoidable events, we shall not be in default. In this case, we are also entitled to withdraw from the contract if we are already in default. In particular, we shall not be in default in the event of delays in delivery if these are caused by incorrect or late delivery by our suppliers for which we are not responsible. In the event of hindrances of a temporary duration, the delivery or performance periods shall be extended or the delivery or performance dates shall be postponed by the period of the hindrance plus a reasonable start-up period.

7. if we are contractually obliged to provide advance performance, we may refuse the performance incumbent upon us if it becomes apparent after conclusion of the contract that our claim to consideration is jeopardized by the customer's inability to pay. This is particularly the case if the consideration to which we are entitled is at risk due to poor financial circumstances of the customer or other impediments to performance are imminent, such as in the event of force majeure or other extraordinary circumstances beyond our control, in particular epidemics or pandemics, labor disputes, operational disruptions through no fault of our own, riots, official measures or other unavoidable events, or due to export or import bans, war events, insolvency of suppliers or sickness-related absences of necessary employees.

§ 4 Prices, costs

1. Our prices are net prices and, unless otherwise agreed in writing, are always „ex works“ for deliveries (EXW Incoterms 2020). In the case of services, the prices refer to the performance of the service at the agreed place of performance. Value added tax at the applicable statutory rate shall be added to the invoice.

2. If a performance period of more than four months is agreed between the time of confirmation of the order and the performance of the service, we shall be entitled to pass on to the customer any increases in costs incurred by us in the meantime as a result of price increases to a corresponding extent. The same shall apply if a performance period of less than four months was agreed, but the service can only be provided by us later than four months after the confirmation of the order for reasons for which the customer is responsible.

§ 5 Terms of payment

1. Unless otherwise contractually agreed, our claim shall be due 30 days after receipt of the delivery or after complete performance of our service, without any deduction.

2. The customer is not entitled to make deductions without express agreement.

3. If the customer is in default of payment, he shall compensate us for any damage caused by default, in particular interest at a rate of 9 percentage points above the base interest rate. If the customer is more than 14 days in arrears with the payment of a due amount or partial amount, if the customer breaches the obligations arising from a reservation of title or if the consideration to which we are entitled is jeopardized due to poor financial circumstances of the customer, the entire remainder of all outstanding claims shall become due for payment immediately.
4. Payment by bill of exchange or acceptance is only permitted by express agreement and even then only on account of payment. If this results in additional costs, these shall be borne by the customer.
5. Only undisputed or legally established claims may be offset against our remuneration claims. The same applies to the exercise of a right of retention. The customer is otherwise only authorized to exercise a right of retention if it is based on the same contractual relationship.
6. The assignment of claims against us by the customer requires our prior approval, which we will only refuse for good cause.

§ 6 Retention of title

1. We reserve title to the delivered goods until full payment of all our current and future claims arising from the concluded contract and an ongoing business relationship (secured claims).
2. The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The customer must inform us immediately in text or written form if and insofar as third parties seize the goods belonging to us.
3. If the customer acts in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not at the same time include a declaration of withdrawal; rather, we are entitled to merely demand the return of the goods and reserve the right to withdraw from the contract. If the customer does not pay the purchase price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.
4. The customer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
 - 4.1. The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
 - 4.2. The customer hereby assigns to us as security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the customer stated in the above clause A. § 6 No. 2. shall also apply in consideration of the assigned claims.
 - 4.3. The customer shall remain authorized to collect the claim in addition to us. We undertake

not to collect the claim as long as the customer meets his payment obligations to us, is not in default of payment, no application for the opening of insolvency proceedings has been filed and there is no other deficiency in his ability to pay. If this is the case, however, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.

4.4. If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

5. The customer must treat the reserved goods with care. At our request, the customer must insure the goods subject to retention of title adequately against fire, water damage and theft at replacement value at his own expense. If maintenance and inspection work becomes necessary, the customer must carry it out in good time at his own expense.

6. If the effectiveness of this retention of title is dependent on its registration, e.g. in public registers in the customer's country, we are entitled and authorized by the customer to effect this registration at the customer's expense. The customer is obliged to provide all cooperation required for this registration free of charge.

§ 7 Obligations of the customer to cooperate and provide information

1. The customer shall support us and our employees to a reasonable and customary extent.

2. Materials, information and data that we require to provide our services must be made available to us by the customer. Data and data carriers must be technically flawless.

3. Instructions from the customer to our employees regarding the specific form of service provision are excluded, unless instructions are necessary in connection with safety requirements and operating regulations in the customer's company. Instructions on individual questions regarding work or services to be provided by us shall not be given to the employees entrusted with the task by us, but to the contact persons designated by us for the project. We shall always decide on the necessary measures within the scope of our performance obligations on our own responsibility.

4. the customer must provide us with the valid VAT identification number issued to him by a member state of the European Union immediately upon conclusion of the contract. The customer must also inform us of any changes to the VAT identification number at any time. Should we suffer any damage due to a missing, incorrect or incomplete notification of the VAT identification number by the customer, in particular due to a resulting loss of the tax exemption for intra-Community deliveries in accordance with §§ 4 No. 1 lit b), 6a UstG, the customer shall be obliged to compensate us. This shall not apply if the customer is not responsible for the breach of duty.

§ 8 Secrecy

1. During the term of the contract, the customer undertakes to keep confidential all information which becomes accessible in connection with the contract and which is designated as confidential or which is recognizable as business or trade secrets due to other circumstances („confidential information“) and - unless expressly approved in writing in advance or required to achieve the purpose of the contract - not to record it, pass it on to third parties or exploit it in any way. This confidentiality obligation shall remain in force for a further five years after complete fulfillment or termination of the order.

2. The obligations set out in Clause 1 also apply to business secrets within the meaning of Section 2 Clause 1 GeschGehG.

3. The customer undertakes to protect business secrets within the meaning of § 2 No. 1 GeschGehG and other confidential information from being obtained by third parties by means of confidentiality measures appropriate to the circumstances. The confidentiality measures must at least correspond to the customary level of care and the level of protection that the customer applies to its own business secrets of the same category.

4. Excluded from this is confidential information

- which was already known to the customer before the start of the contract negotiations or which by third parties as non-confidential, provided that these third parties do not in turn breach confidentiality obligations,
- which the customer has developed independently,
- which are or become publicly known through no fault or action on the part of the customer, or
- which must be disclosed due to legal obligations or official or court orders must be disclosed.

In the latter case, the customer must inform us immediately before disclosure. If the customer invokes one of the above exceptions, he shall bear the burden of proof in this respect. Further statutory confidentiality obligations shall remain unaffected.

5. The customer is not entitled to obtain trade secrets or other confidential information by observing, examining, disassembling or testing a product or object within the meaning of Section 3(1) GeschGehG („reverse engineering“), unless the product or object has been made publicly available.

§ 9 Miscellaneous: Place of performance, place of jurisdiction, applicable law, data processing, severability clause

1. The place of performance is our registered office in Pfullingen (Germany).

2. The exclusive place of jurisdiction for all disputes arising between the parties from the contractual relationship shall be the District Court of Tübingen, provided that the customer is a merchant, a legal entity under public law or a special fund under public law or the customer has no general place of jurisdiction in the Federal Republic of Germany or has relocated its place of jurisdiction abroad. As an exception to this, we are also entitled to take legal action against the customer at his general place of jurisdiction.

A merchant is any entrepreneur who is entered in the commercial register or who operates a commercial business and requires a commercially organized business operation. The customer has his general place of jurisdiction abroad if he has his place of business abroad.

3. The customer is aware that data from business transactions, including personal data, must be stored and processed within the scope of business necessity and transmitted to third parties. The customer agrees to this data collection and processing.

4. Should a provision in these General Terms and Conditions of Delivery and Payment or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.

5. The customer shall only be entitled to offset counterclaims from other legal relationships insofar as these are undisputed or have been legally established.

6. The contractual and other legal relationships with our customers shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

B. Special conditions for the delivery of goods and for the Manufacture and delivery of custom-made goods

§ 1 Scope of application

The following special terms and conditions apply in addition to the General Terms and Conditions under Section A. for all contracts with the customer for the delivery of goods as well as for the manufacture and delivery of goods according to the customer's individual specifications (customized products).

§ 2 Scope of services

1. The transfer of ownership and transfer of the object of purchase is owed. The installation or configuration of the object of purchase is not owed, unless this has been expressly agreed.
2. Transport insurance for goods to be shipped will only be taken out at the express request of the customer. The transport insurance is then taken out in the name and for the account of the customer.

§ 3 Transfer of risk

1. Unless otherwise agreed, the risk of loss or deterioration of the goods shall pass to the customer when the goods are handed over for shipment, even if partial deliveries are made. If dispatch is delayed for reasons attributable to the customer, the risk shall pass to the customer upon notification of readiness for dispatch.
2. If acceptance has been agreed with the customer, the risk shall pass to the customer at the time of the declaration of acceptance. The customer shall accept the goods or the completed service within the agreed period, otherwise within a reasonable period, but at the latest within a period of two weeks after handover or - if handover is excluded due to the nature of the service - after completion. In the case of a service to be accepted, the period begins with our notification to the customer that the service has been completed. The service provided by us shall be deemed to have been accepted upon expiry of the agreed period for acceptance if the customer neither declares acceptance in text or written form nor informs us in text or written form which defects still need to be remedied. We shall draw the customer's attention to this legal consequence in the notification of completion of the work.

§ 4 Early termination of contracts for work and materials

The following applies to contracts for work and materials in accordance with § 650 BGB:

1. If the customer terminates the contract before completion of our work delivery service, the customer shall be obliged to pay the full agreed remuneration, less our expenses saved as a result of the termination of the contract. We shall also be obliged to offset what we achieve or maliciously fail to achieve by using our labor elsewhere.
2. The parties agree that, in deviation from Section 648 sentence 3 BGB, it is assumed that we are entitled to 10% of the agreed remuneration attributable to the part of the work not yet performed. The parties shall have the option of proving higher or lower saved expenses or other or

maliciously omitted other acquisition.

§ 5 Warranty and general liability

1. The limitation period for claims due to defects in our deliveries and services is one year from the start of the statutory limitation period. After expiry of this year, we may in particular also refuse subsequent performance without the customer being entitled to claims against us for reduction, withdrawal or compensation. This shortening of the limitation period does not apply to claims for damages other than those for refused subsequent performance and it does not generally apply to claims for fraudulent concealment of the defect.

2. To determine whether the item is free of defects at the time of the transfer of risk, a quality agreement between the parties shall take precedence over the objective requirements of the item within the meaning of Section 434 (3) BGB.

3. A presumed use of the item within the meaning of § 434 para. 2 no. 2 BGB requires comprehensive information from the customer about the intended use prior to conclusion of the contract, as well as our written consent declared in this knowledge.

4. The item delivered by us satisfies the objective requirements for the usual quality with regard to the durability of the item in accordance with § 434 para. 3 sentence 1 no. 2, sentence 2 BGB, if the item has the ability to retain its required functions and performance under normal use at the time of the transfer of risk.

5. Claims of the customer for subsequent performance due to defects in the service or delivery to be provided by us shall exist in accordance with the following provisions:

5.1. The customer must give us the time and opportunity required for the subsequent performance owed, in particular to hand over the item complained about for inspection purposes.

5.2. If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). The right to refuse the chosen type of subsequent performance under the statutory conditions remains unaffected.

5.3. We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a reasonable portion of the purchase price in relation to the defect.

5.4. In the event of a defect, we are entitled to make a subsequent delivery dependent on the customer returning the defective item and any use made of it to us step by step in accordance with §§ 346 to 348 BGB. There is no obligation to take back the replaced item.

5.5. We shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs, if a defect actually exists.

5.5.1. If the customer has installed the defective item in another item or attached it to another item in accordance with its type and intended use after the defect has become apparent, we are not obliged to reimburse the customer for the necessary expenses for removing the defective item and installing or attaching the repaired or delivered defect-free item.

5.5.2. If the customer has installed the defective item in another item or attached it to another item in accordance with its type and intended use before the defect became apparent, we shall only be obliged to reimburse the customer for the necessary expenses for the removal of the defective item and the installation or attachment of the repaired or delivered defect-free item

within the scope of subsequent performance if the customer has previously given us the opportunity to carry out these actions ourselves within a reasonable period of time.

5.5.3. The customer shall bear the costs of subsequent performance incurred as a result of the purchased item having been taken to a place other than the customer's business premises after delivery.

5.5.4. If a customer's request to remedy a defect proves to be unjustified, we may demand reimbursement of the costs incurred from the customer.

6. The customer can only demand compensation:

6.1. For damages resulting from

- an intentional or grossly negligent breach of duty on our part or
- intentional or grossly negligent breach of duty on our part or on the part of one of our legal representatives, executive employees or vicarious agents that do not

which are not essential contractual obligations (cardinal obligations) and are not primary or secondary obligations in connection with defects in our deliveries or services.

6.2. For damages resulting from the intentional or negligent breach of material contractual obligations (cardinal obligations) on our part, on the part of one of our legal representatives, executives or vicarious agents. Essential contractual obligations (cardinal obligations) within the meaning of the above subsections 3.1 and 3.2 are obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer regularly relies.

6.3. Furthermore, we shall be liable for damages due to the negligent or intentional breach of obligations in connection with defects in our delivery or service (subsequent performance or ancillary obligations) and

6.4. for damages that fall within the scope of protection of a guarantee (assurance) expressly given by us or a guarantee of quality or durability.

7. In the event of a breach of a material contractual obligation due to simple negligence, liability shall be limited to the amount of damage typically to be expected and foreseeable by us at the time of conclusion of the contract when exercising due care.

8. Claims for damages by the customer in the event of a simple negligent breach of a material contractual obligation shall become time-barred one year after the statutory limitation period begins. This does not apply to damages resulting from injury to life, limb or health.

9. The customer's rights pursuant to Sections 445a, 445b and 478 BGB in the event that claims are asserted against the customer or its other customers in a supply chain shall remain unaffected in accordance with the following provisions:

9.1. The customer bears the burden of proof that the expenses for subsequent performance were necessary and that he could not have refused subsequent performance to his buyer in accordance with Section 439(4) BGB or could have provided subsequent performance in a cheaper way.

9.2. The claim arising from § 445a para. 1 BGB shall become time-barred in accordance with § 445b para. 1 BGB two years after delivery by us to the customer. This period shall also apply if a longer period would apply according to § 438 BGB.

9.3. The limitation period for the customer's claims against us due to the defect of a sold newly manufactured item as defined in §§ 437 and 445a para. 1 BGB shall expire at the earliest two months after the time at which the customer has fulfilled the claims of his buyer, provided that the claims had not yet expired in the relationship between the customer and his buyer. This suspension of expiry shall end no later than five years after the time at which we delivered the item to the customer.

10. Claims for damages against us arising from mandatory statutory liability, for example under the Product Liability Act, as well as from injury to life, limb or health shall remain unaffected by the above provisions and shall exist to the extent permitted by law within the statutory time limits.