

**GENERAL DELIVERY AND  
PAYMENT CONDITIONS  
KONRAD BUSCHE GMBH & CO. KG**

**1. Scope of application**

These delivery and payment conditions apply to all business transactions with the customer, even if they are not referred to in later transactions. The purchasing conditions of the customer are hereby expressly excluded. They will only apply if we have agreed to them in writing; our order acceptance or delivery shall not constitute such agreement. These delivery and payment conditions shall not apply to private consumers.

We complete deliveries exclusively in accordance with the following conditions; any deviating or additional conditions are non-binding for us, even if we do not object to them. Any special agreements concluded between us and the customer shall remain unaffected.

**2. Conclusion of contract**

Our offers are non-binding. Orders, supplements, and changes to an order shall only be considered accepted once we have confirmed them; if the customer receives an invoice or if the delivery is completed, this shall be considered confirmation.

The contract is concluded conditional on deliveries to us being completed by our suppliers. This shall not apply if we are responsible for failure to deliver or an incorrect delivery, in particular if we have not concluded a congruent cover transaction. We will promptly inform the customer if goods are not available, and reimburse any considerations provided promptly.

**3. Price/payment**

All prices are stated in euros and do not include statutory VAT, which is listed separately. We reserve the right to accept checks and bills of exchange; we will only do so conditionally until the checks or bills are honoured, and will charge any costs and fees incurred, with no guarantee for prompt presentation or protests. We will only grant discounts by prior agreement. If we have accepted responsibility for setup or assembly, and unless otherwise expressly agreed, the customer shall be responsible for the agreed compensation as well as all necessary ancillary costs such as travel and transport expenses and accommodation allowances.

We will inform the customer of the payment conditions and methods in the offer, and at the latest in the order confirmation. Even in the course of an ongoing business relationship, we are entitled to complete a delivery in whole or in part only for advance payment at any time.

If costs increase by more than 5% from the time the contract was concluded to the time services are provided, due to a change in the market price for machinery, raw materials, or costs for purchase parts, personnel costs, or an increase in fees or transportation costs demanded by third parties involved in performing the services, then we can request a higher price accordingly. If the change is 20% or more above the agreed price, the customer shall have the right to withdraw from the agreement. This right must be asserted promptly after we inform the customer of the increased price. If the costs indicated are reduced by more than 5%, we will also take this into consideration in the price.

**4. Custom-made designs/Busche work stations**

If we manufacture goods according to the requirements, specifications, etc. of the customer, then the customer shall bear sole responsibility for ensuring they are correct. The customer shall release us from all claims asserted by third parties against us or a company engaged by us for this reason as a result of commercial property rights, patents, utility models, or copyrights. A delivery which is increased or reduced by up to 10% shall be considered in accordance with the contract for custom designs. Our asking price will increase or decrease accordingly. Details must be agreed upon separately.

**5. Retention of ownership**

- a. We will reserve ownership to our goods until full payment of all receivables resulting from the entire business relationship is received, including all ancillary claims and any bills of exchange or checks provided for redemption. In case of a running invoice, the reservation of ownership shall secure the outstanding balance.
- b. The customer is entitled to resell goods which are owned or co-owned by us in the course of its normal business activities. The customer hereby already assigns all claims against its purchasers resulting from the resale to us, regardless of whether the goods have been resold with or without further processing. If we are entitled only to co-ownership of the sold goods, then the customer shall assign the claim according to our ratio of co-ownership; we hereby accept the assignment. The customer shall remain entitled to collect all claims assigned to us.
- c. Any processing or conversion of the goods by the customer is always done on our behalf. If the goods are processed with other objects that do not belong to us, then we will obtain co-ownership to the new goods in the ratio of the value of the goods

to the other processed objects at the time of processing. Otherwise, the same conditions apply to the goods created through processing as for the reserved goods.

- d. If the goods are irreversibly combined or mixed with other objects that do not belong to us, then we will obtain co-ownership to the new goods in the ratio of the value of the goods to the other combined or mixed objects at the time of combining or mixing. If the combination or mixing is carried out in such a manner that the object belonging to the customer is considered the primary object, then we hereby agree that the customer shall grant us co-ownership. The customer shall safeguard sole or co-ownership on our behalf.
- e. The customer shall also assign the claim that it is entitled to against a third party due combining the goods with a property, in order to secure our claims against it.
- f. Extraordinary disposals, such as pledges or transfers by way of security, are not permitted. The customer must inform us promptly of any seizure by a third party of our reserved goods or of claims assigned to us, in particular confiscation. Costs of any necessary interventions shall be borne by the customer.
- g. If the customer has behaved in a manner that violates the contract, in particular by falling into default of payment, then we can request the return of goods owned by us; we are entitled to retrieve the goods ourselves. The customer hereby irrevocably grants us access to its business premises for this purpose. If the retention of ownership is asserted, the authorisation under the above paragraph b) shall no longer be valid. Upon request, the customer must promptly provide us with a list of the claims assigned to us in accordance with the above paragraph b), providing the address of the purchaser and the amounts of the claims. Furthermore, at our request, the customer is obligated to disclose the assignment to the third-party debtor and provide us with the information or documents necessary for us to assert or rights.
- h. We hereby undertake to release any goods subject to a retention of ownership and any claims assigned in accordance with paragraph b) at the request of the customer, reserving the right to make a selection, insofar as the secured value of the goods subject to a retention of ownership or assigned claims exceeds that of our claims. The secured value corresponds to the purchase price minus 20% for losses and costs related to reusing the goods. Approval shall be provided by a transfer of ownership or reassignment.

## 6. **Used goods**

If the object of our delivery obligation is a used object, then any liability for defects shall be excluded. This is only not the case if we are liable by law or if we have

agreed otherwise; our liability for defects in such cases shall be governed by the regulations of clauses 7 and 9.

7. **Defects**

If the object of our delivery obligation is a new delivery object, and if it is defective, then we will correct the issue at our discretion either by repairing the defect or delivering a new product (supplementary fulfilment). If supplementary fulfilment is not successful, the customer is entitled to reduce the purchase price, withdraw from the agreement and/or - if we are responsible for the defect - to request claims for damages. However, there shall be no right to withdrawal or claim damages for insignificant defects.

The limitation period for claims by the customer due to defects is shortened to one year; this shall not apply to claims by the customer due to injuries to life, body, or health or to claims due to intentional or grossly negligent breach of duty.

8. **Release from liability**

The customer shall observe any export restrictions of the Federal Republic of Germany and the European Union.

If the customer moves, sells, or delivers our product to or in another country besides the original delivery destination, then it shall release us from liability and any claims by third parties resulting from this move, sale, or delivery to or in the other country. In particular, it shall release us from any liability due to violations of any transportation and export restrictions.

If we are subject to sanctions due to this move, sale, or delivery of the product (such as by the Federal Office of Economics and Export Control), then the customer shall be liable for any resulting damages.

9. **Restriction of liability/claims for damages/force majeure**

- a. Our liability is generally limited to damages caused by us or our agents either intentionally or through gross negligence. Our liability for damages and reimbursement of expenses due to slightly negligent violations of insignificant contractual obligations shall be excluded.
- b. In case of violations of significant contractual obligations, which are obligations that must be fulfilled in order for the agreement to be properly carried out, or obligations which the customer should regularly be able to expect will be fulfilled, due to slight negligence – including by statutory representatives and agents – our liability shall be limited to the foreseeable damages typical for the type of contract.

- c. Claims for damages by the customer due to a delay in delivery by us shall be limited to 0.5% of the agreed net compensation per full or partial week of delay, and at most a total of 5% of the agreed net compensation, if we are not guilty of intentional action or gross negligence. We will not fall into default if the delivery was delayed due to supply bottlenecks experienced by our suppliers or an interruption in international supply chains.
- d. Our liability for indirect damages or subsequent damages due to lost profits, savings not realised, operational disruptions, loss of use, or recall campaigns shall be limited to a maximum of 10% of the respective order value. A loss-entailing occurrence also describes several cases of damage based on the same cause or damage directly related to a time and geographical context whereby, however, the case must involve a uniform effect.

In this case, however, the customer is obligated to expressly inform us in writing with each order of the risk of unusually high damages; otherwise, we will not be liable for such damages. Unusually high damages exist, in particular, if the customer has undertaken to pay its customers or other third parties a contractual penalty, flat-rate for damages, or other payment in case of defects or default in conjunction with our service to the customer.

- e. We can delay performing our services to a reasonable extent without falling into default in case of natural catastrophes or other cases of force majeure which make it significantly more difficult or temporarily impossible for us to carry out our services. Strikes, lockouts, official measures, pandemics, or epidemics (such as at our headquarters, or preliminary suppliers, or the customer) which affect us either directly or indirectly shall be equivalent to force majeure. If the service is delayed by more than three months, the parties shall negotiate an appropriate adjustment to the agreement.
- f. If the customer uses a different material when operating a produced machine besides the one it provided to us, or if the customer increases the processing speed or makes other independent modifications to the machine, then it can only make claims against us if the defects and deviations were not caused by the changed material or the modifications made by the customer.
- g. The above exclusions and restrictions of liability shall likewise apply to the same extent for the benefit of our bodies, statutory representatives, employees, and other agents.
- h. However, we will always be liable without restriction for any damages to life, body, and health suffered by the customer, as well as intentional actions and gross negli-

gence, and if guaranteed characteristics are not fulfilled, if we, our statutory representatives, or agents are culpable for this. Our liability under the Product Liability Act shall remain unaffected.

#### **10. Transfer of risk/Transportation**

All shipments, including any return shipments, shall be transported at the risk of the customer; the risk shall be transferred at the latest when the delivery object is sent from the plant to the customer, including for partial deliveries, as well as when we handle shipping or pay the shipping costs. If the shipment is delayed due to circumstances for which the customer is responsible, then the risk shall be transferred to the customer when notification is sent that goods are ready for shipment.

We will choose the shipping method, route, and packaging at our own discretion, unless we receive written instructions from the customer. We will only conclude transportation insurance at the request of and in the name of the customer. The customer must inspect the goods for damage in transit upon receipt. It must inform transportation personnel promptly of any damage in transit and have a note of the damage on the bill of lading, freight order or delivery slip signed. The customer shall also inform us promptly of the damage in transit through a damage protocol.

If the customer intends to install or attach the goods on or to something else, then it shall check to ensure they fulfill the characteristics necessary for their later intended use when the goods are received; the customer shall notify us promptly of defects in text form, if such a check would be reasonable based on the type and characteristics of the goods. If the customer does not complete such a check, then it acts in a grossly negligent manner in the sense of Sections 439 para. 3, 442 para. 1 clause 2 BGB (German Civil Code). In this case, the customer shall only have the right to make claims due to defects in relation to these characteristics if we have intentionally concealed the defect in question, or if we provided a guarantee for the characteristics of the goods.

The customer shall promptly inspect the goods for defects upon receipt. A complaint must be submitted promptly and at least in text form regarding any identifiable defects, and at most within ten business days after delivery or five days after discovery. In case of mutual commercial transactions among merchants, Sec. 377 HGB (German Commercial Code) shall remain unaffected.

#### **11. Prohibition against offsetting**

Offsetting by the customer against a counter-claim is permitted only if this is undisputed or has been established in a court of law; this prohibition against offsetting shall not apply to counter-claims due to a defect which are based on the same con-

tractual relationship as our claim. The customer is only entitled to exercise its right of retention if its counter-claim is based on the same service relationship.

12. **Trial sale**

If a trial sale is agreed in an individual case, the purchasing agreement shall be valid if the customer does not declare its disapproval within 10 business days after receiving the goods. We will inform the customer at the start of the term what it means if the customer does not respond. If the purchasing agreement does not come into force, the customer hereby undertakes to return the delivery objects to us free of charge in the same condition as they were in when they left our shipping department.

13. **Software**

If operating software is delivered along with machines produced by us, the customer may only use the software we deliver in conjunction with using the associated machine and according to the intended purpose, unless some other usage was agreed to expressly in writing. The customer shall not be entitled to the source code for the software.

14. **Choice of law/place of fulfilment/place of jurisdiction**

The place of fulfilment is Stuttgart. Only German law shall apply, the UN Convention on the International Sale of Goods (CISG) shall be excluded. If the customer is a merchant, legal entity under public law or public law special fund, then Stuttgart is agreed as the place of jurisdiction. This also applies in cases where the customer does not have a domestic place of jurisdiction, if it has moved its residence or domicile abroad after the contract was concluded, or if neither the residence or domicile of the customer were not known at the time the suit was filed. We are entitled to file suit at the headquarters of the customer as well.

The original version of these payment and delivery conditions was written in German. Translations are provided only for informational purposes. If there are contradictions between the German version and a translation, then only the German version shall apply.

15. **Miscellaneous**

If one or more of these conditions is or becomes invalid in whole or in part, this shall not affect the validity of the remaining conditions.