

**NPR of Europe GmbH**  
**General Terms and Conditions of Order and Delivery (GTC)**  
 –December 2025 –

**§ 1 General – Scope**

- 1.1 These GTC apply to all business transactions between NPR of Europe GmbH, Siemensstraße 56, 70825 Korntal-Münchingen, Germany (hereinafter referred to as **the "Contractor"**) and its customers (hereinafter referred to as **the "Purchaser"**) if they are entrepreneurs (§ 14 BGB), a legal entity under public law or a special fund under public law. The Purchaser must disclose to the Contractor immediately during contract negotiations prior to conclusion of the contract if it does not have the status of an entrepreneur pursuant to § 14 BGB, but is concluding the legal transaction for purposes that are predominantly neither commercial nor self-employed.
- 1.2 These GTC apply exclusively to all future transactions between the contracting parties. Any terms and conditions of the customer that conflict with, supplement, or deviate from these GTC shall not become part of the contract unless the contractor has expressly agreed to their validity. These GTC shall also apply if the contractor carries out the delivery without reservation in the knowledge of conflicting or deviating terms and conditions or does not attach these GTC to future transactions in individual cases.
- 1.3 Individual agreements made with the customer in individual cases shall in any case take precedence over these GTC. In case of doubt, trade clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract. Verbal statements made before or at the time of conclusion of the contract shall only be binding if they are confirmed in writing. The written form requirement of this clause and the following provisions shall be satisfied by the text form pursuant to Section 126b of the German Civil Code (BGB).
- 1.4 The statutory provisions shall continue to apply unless they are amended or expressly excluded in these GTC.
- 1.5 The contract language is German. The German version of the GTC shall be authoritative in the event of questions of interpretation and disputes.

**§ 2 Offer and conclusion of contract**

- 2.1 Offers made by the contractor are subject to change and non-binding unless they are expressly designated as binding offers. They merely constitute an invitation to the customer to submit a corresponding offer to the contractor by placing an order.
- 2.2 The customer's order is considered a binding offer. The contractor may accept orders within 14 business days of receipt. Acceptance is confirmed by a written order confirmation, delivery of the ordered products, or invoicing of the customer.
- 2.3 The scope and subject matter of the commissioned delivery shall be determined by the order confirmation or, in the case of immediate order execution without prior order confirmation, by the goods actually delivered, including the delivery note. If the contracting parties have signed a joint document relating to a delivery of goods containing contractual terms and conditions, this document shall be deemed equivalent to an order confirmation.
- 2.4 If the customer has objections to the content of the order confirmation or the delivered products or other acceptance by the contractor, they must object to this immediately within five (5) working days of receipt. Otherwise, the contract shall be concluded in accordance with the terms and content of the order confirmation or other acceptance.
- 2.5 The contractor is not obliged to check the correctness and/or legal conformity of the customer's specifications and/or requirements; the customer alone is responsible for this information, including with regard to liability for any infringement of industrial property rights.
- 2.6 Samples requested by the customer will be invoiced separately according to the agreement made with the contractor in each individual case.
- 2.7 The contractor retains ownership or copyright of all offers and cost estimates submitted by it, as well as drawings, illustrations, calculations, brochures, catalogs, models, tools, and other documents and aids made available to the customer. The customer may not make these items available to third parties, disclose them, use them himself or through third parties, or reproduce them without the express consent of the contractor.
- 2.8 The contractor is entitled to withdraw from the contract if the customer provides incorrect information about its creditworthiness, has suspended payments, or has filed for insolvency proceedings, and the customer does not make the payments owed within one week of receiving a renewed request for payment.
- 2.9 The conclusion and performance of the contract are subject to the proviso that there are no obstacles due to German, US, or other applicable national, EU, or international regulations of foreign trade law or embargoes or sanctions. The customer is responsible for complying with export control regulations. In particular, the customer is obliged to provide all information and documents and to obtain at its own expense any permits, licenses, approvals, and clearances required for the export, transfer, or import of the products. The refusal of an export license does not entitle the customer to withdraw from the contract or to claim damages.

**§ 3 Subject matter of the contract, changes and product description, excess and short deliveries**

- 3.1 The contractor shall deliver the products ordered in accordance with the order confirmation or other acceptance free of defects and in accordance with the specifications and intended uses stated therein.
- 3.2 The customer shall accept customary or insignificant changes in the quality and quantity of the goods in the case of series production as well as in the case of custom-made products. Raw material and auxiliary material tolerances specified by the contractor or its suppliers, as well as unavoidable deviations due to manufacturing techniques, shall not constitute grounds for complaints on the part of the customer, provided that the usability for the contractually agreed purpose is not impaired.
- 3.3 If the contract relates to products that are subject to technical development, the contractor is entitled to deliver the products in accordance with the latest state of development, provided that this does not impair their usability for the contractually agreed purpose. Deviations due to legal regulations are also permissible, provided that they do not impair the usability of the products for the contractually intended purpose. The customer is obliged to inform the contractor if its interest is limited exclusively to the type ordered and under no circumstances may this type be deviated from.
- 3.4 Samples, data sheets, technical data sheets, and other product information provided by the contractor do not constitute a guarantee of quality or durability without an express written agreement. A warranty or guarantee shall only be assumed if the contractor expressly declares this in writing.
- 3.5 For changes to the product quality that are initiated by the customer after the order has been placed and confirmed in writing by the contractor and that have an impact on the contractor's material procurement and production, the customer shall be charged a flat fee of EUR 250 for each change. The customer is also obliged to reimburse the contractor for all additional costs and expenses resulting from the subsequent change initiated by the customer.
- 3.6 The contractor reserves the right to deliver up to 10% more or less than the ordered quantity or number of items for production or shipping reasons.

**§ 4 Framework or call-off orders**

- 4.1 Framework or call-off orders are orders in which the customer has ordered a specific quantity of products to be delivered in several partial deliveries on fixed dates or on call. The provisions of a binding order in accordance with § 2 apply accordingly, including in the case of order confirmation or delivery of a partial quantity for the total quantity ordered.
- 4.2 Unless otherwise agreed, the framework or call-off order shall have a maximum term of twelve months. Remaining stocks that have not been called off and accepted by the customer within the term shall be due for delivery and payment at the end of the term and must be accepted by the customer.

- 4.3 In the case of framework or call-off orders, the purchaser must call off individual deliveries no later than 8 weeks before an agreed delivery date. If no call-off is made, the contractor shall be entitled, after expiry of a reasonable grace period, to deliver the products to the purchaser on the agreed delivery date and to invoice them, or to withdraw from the contract and, if the purchaser has acted culpably, to claim damages in lieu of performance.
- 4.4 If agreed delivery dates are not met by the customer, the contractor reserves the right to change the price at the time of delivery.

## **§ 5 Prices; price basis and price adjustment**

- 5.1 Unless otherwise agreed, the prices stated in the contractor's order confirmation in euros shall apply. The prices are ex works for the scope of services and delivery specified in the order confirmation. Costs for packaging, freight, insurance, customs duties, public charges, and sales tax are not included.
- 5.2 Statutory sales tax shall be shown separately on the invoice at the rate applicable on the date of invoicing. In the case of export deliveries, this also applies to customs duties and other public charges.
- 5.3 All prices contained in the order confirmations are calculated on the basis of the purchase prices at the time the offer is made. If, between the conclusion of the contract and the delivery of the ordered products, the contractor incurs unreasonable and unforeseeable cost increases at the time of conclusion of the contract, in particular due to changes in market prices, material and/or raw material prices, utilization of manufacturer capacities, transport costs, or comparable cost-driving factors beyond the contractor's control occur, which result in the contractor only being able to purchase the products from its suppliers at higher prices or only being able to manufacture and deliver them at higher prices than was foreseeable at the time the contract was concluded with the customer, the contractor shall be entitled to adjust the prices agreed with the customer at its reasonable discretion, within the scope of the changed circumstances and without charging additional profit, if the products are to be delivered more than 4 months after conclusion of the contract. This shall also apply to framework or call-off orders and individual partial deliveries that are to take place more than 4 months after conclusion of the contract. At the request of the customer, the contractor shall explain the increase factors.

## **§ 6 Terms of payment**

- 6.1 Unless otherwise agreed in writing, all invoices issued by the contractor are payable immediately, without any deductions, postage and expenses free of charge, to the contractor's account specified on the invoice, at the latest within ten (10) working days of the invoice date. Discounts are only permitted if agreed in writing and only apply if the customer is not in arrears with payments for older deliveries.
- 6.2 If the customer defaults on a due payment, the contractor is entitled to charge interest on each invoice at a rate of 9 percentage points above the respective base interest rate plus a flat-rate default fee of EUR 40.00, reasonable collection costs, and attorney's fees, and to demand immediate payment of all outstanding invoice amounts. The right to claim higher damages for delay remains reserved.
- 6.3 The contractor is entitled to first offset payments made by the customer against the customer's oldest debt. If costs and interest have been incurred, the contractor is entitled to offset the payment against the costs, then against the interest, and finally against the principal claim.
- 6.4 If the customer does not accept the products ordered by them on the agreed delivery date, after call-off or at the end of the term of a framework or call-off order (default of acceptance), the delivery price shall become due on the date of the declaration of readiness for shipment. The contractor may charge a flat-rate fee for storage costs from the date of the customer's default of acceptance. Without special proof, this shall amount to 1% of the delivery price for the delivery quantity concerned for each week or part thereof of the delay in acceptance and shall be limited to 5% thereof. The customer and the contractor shall be free to prove that no, lower or higher storage costs were incurred in connection with the non-acceptance of products. Other claims shall remain unaffected by this.
- 6.5 Counterclaims shall only entitle the customer to offset if they are undisputed, acknowledged by us in writing, or legally established. The customer shall only be entitled to assert a right of retention if the undisputed counterclaim acknowledged by us in writing or legally established is based on the same contractual relationship.
- 6.6 The contractor is entitled to make outstanding deliveries or provide outstanding services only against advance payment or security, or, if necessary, to withdraw from the contract after setting a deadline if, after conclusion of the relevant delivery contract, it becomes aware of circumstances that are likely to significantly reduce the creditworthiness of the customer and which jeopardize the payment of outstanding claims. In addition, in this case, and in particular if due payments are not made and there are no undisputed or legally established objections to them, the contractor may declare all outstanding invoice amounts due immediately.

## **§ 7 Delivery, delivery and performance time, and partial deliveries**

- 7.1 Deliveries are made ex works FCA (Incoterms 2020) from our address specified in the order confirmation.
- 7.2 The delivery periods and dates specified by the contractor are estimated, non-binding periods and dates. The contractor shall not be liable for delays in delivery. Delivery periods and dates shall only be binding for the contractor if they have been expressly designated or confirmed as binding in writing. Unless otherwise agreed, deliveries by the contractor shall be deemed to have been made on time if the products are handed over to a carrier at the contractor's place of business or warehouse for transport to the customer, or if the contractor has notified the customer that the products are ready for shipment after the customer's default in acceptance.
- 7.3 If a specific delivery period or delivery date has not been expressly confirmed in writing by the contractor, delivery shall be made at the request of the customer within a reasonable period of time, at the earliest four weeks after conclusion of the contract.
- 7.4 Agreed delivery periods shall not commence before the complete provision of the documents, approvals, and releases to be procured by the customer, the clarification of all questions, and the receipt of any agreed down payment. Compliance with the delivery period or delivery date requires the timely and proper fulfillment of these and all other obligations of cooperation on the part of the customer. Compliance with agreed delivery periods and dates is also subject to the timely and proper delivery to the contractor.
- 7.5 If, for reasons beyond its control, the contractor does not receive deliveries or services from manufacturers, suppliers, or subcontractors despite proper and congruent procurement, or if these are incorrect or late, or if events of force majeure occur, i.e., obstacles to performance for which the contractor is not responsible and which last for more than four weeks, the contractor shall inform the customer of this in writing in good time. In this case, the contractor shall be entitled to postpone the delivery or service for the duration of the hindrance or to withdraw from the contract in whole or in part due to the unfulfilled part, provided that the hindrance to performance lasts longer than two months. Force majeure shall be deemed to include strikes, lockouts, official interventions, energy and raw material shortages, transport bottlenecks through no fault of the contractor, operational hindrances through no fault of the contractor, for example due to fire, water and equipment damage, cyber attacks, war, epidemics, pandemics and all other comparable hindrances which, when viewed objectively, were not culpably caused by the contractor.
- 7.6 If a delivery or service date or a delivery or service period has been bindingly agreed and, due to events in accordance with the above clause 7.5, this period or date is exceeded by more than two months, or if the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the part of the contract that has not yet been fulfilled after the expiry of a reasonable grace period with a threat of rejection. The occurrence of the delay in delivery shall be determined in accordance with the statutory provisions.
- 7.7 Partial deliveries are permissible if the partial delivery is usable for the customer within the scope of the contractual purpose, the delivery of the remaining ordered products is ensured, and the customer does not incur any significant additional expenses or costs as a result, unless the contractor agrees to bear these costs.
- 7.8 In the event of a delay for which it is responsible, the contractor shall be liable for 0.5% of the net delivery price for each completed calendar week of the delay, up to a maximum of 5% of the net delivery price of the affected delivery quantity. The contractor reserves the right to prove that the customer has

not incurred any damage or has incurred significantly less damage than the flat rate. Liability for intent and gross negligence pursuant to Section 12.1 remains unaffected. The contractor shall only assume a no-fault procurement risk by means of an express written agreement.

## **§ 8 Transfer of risk, default of acceptance**

- 8.1 The risk of accidental loss and accidental deterioration of the products shall pass to the customer upon delivery to the forwarding agent, carrier, or other person designated to carry out the shipment to the customer. This shall also apply if partial deliveries are made or if carriage paid or free of charge shipment has been agreed for the customer. At the request and expense of the customer, the contractor shall insure the products against the risks to be specified by the customer by means of transport insurance.
- 8.2 If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply mutatis mutandis to any agreed acceptance. The handover or acceptance shall be deemed to have taken place if the customer is in default of acceptance.
- 8.3 If the handover or shipment is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer on the day on which the products are ready for shipment and the contractor has notified the customer thereof.
- 8.4 If the contractor chooses the shipping method, shipping route, and/or shipping agent, the contractor shall only be liable for intent or gross negligence in making the relevant selection.
- 8.5 In the event of product returns by the customer, the customer shall bear the risk of damage and accidental loss.
- 8.6 If the customer is in default of acceptance of the products, the contractor shall be entitled to demand a contractual penalty of 0.3% of the net delivery price for each full day of default of acceptance, up to a maximum of 5% of the net delivery price from the customer. The contractor shall remain free to assert further claims for damages, in particular for additional storage costs.

## **§ 9 Retention of title, ownership**

- 9.1 The delivered products remain the property of the contractor until all claims against the customer arising from the business relationship have been paid in full. The customer is obliged to treat the products subject to retention of title with care for the duration of the retention of title. In particular, the customer is obliged to insure them adequately at their own expense against fire, water, and theft damage at replacement value. The customer hereby assigns all compensation claims from this insurance to the contractor. The contractor hereby accepts the assignment. If an assignment is not permissible, the customer hereby irrevocably instructs its insurer to make any payments only to the contractor. Further claims of the contractor remain unaffected. Upon request, the customer must provide the contractor with proof of the conclusion of the insurance. If maintenance and inspection work has to be carried out, the customer must carry this out in good time at its own expense.
- 9.2 The customer is not entitled to pledge the products subject to retention of title, to assign them as security, or to make any other dispositions that jeopardize the contractor's ownership. In the event of seizures or other interventions by third parties, the customer must notify the contractor immediately in writing and provide all necessary information, inform the third party of the contractor's property rights, and cooperate with the contractor's measures to protect the products subject to retention of title. The customer shall bear all costs for which it is responsible and which are necessary to remove the seizure and to recover the products.
- 9.3 The customer hereby assigns to the contractor all claims arising from the resale of the products, including all ancillary rights, irrespective of whether the goods subject to retention of title are resold without or after processing. The contractor hereby accepts this assignment. If an assignment is not permissible, the customer hereby irrevocably instructs the third-party debtor to make any payments only to the contractor. The customer is revocably authorized to collect the claims assigned to the contractor on a fiduciary basis for the contractor. The amounts collected shall be transferred to the contractor immediately. The contractor may revoke the purchaser's collection authorization and the purchaser's right to resell if the purchaser does not properly meet its payment obligations to the contractor, defaults on payment, suspends payments, or if insolvency proceedings are initiated against the purchaser's assets. Any resale of the claims requires the prior consent of the contractor. The purchaser's collection authority shall expire upon notification of the assignment to the third-party debtor. In the event of revocation of the collection authority, the contractor may demand that the purchaser disclose the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents, and notify the debtors of the assignment.
- 9.4 In the event of default of payment by the customer, the contractor shall be entitled to withdraw from the contract without prejudice to its other rights. The customer shall immediately grant the contractor or a third party commissioned by the contractor access to the products subject to retention of title, surrender them, and disclose their location. After giving appropriate notice in good time, the contractor may otherwise dispose of the products subject to retention of title in order to satisfy its due claims against the customer.
- 9.5 The processing or transformation of the products subject to retention of title by the customer shall always be carried out on behalf of the contractor. The purchaser's expectant right to the goods subject to retention of title shall continue to apply to the processed or transformed item. If the products are processed, combined, or mixed with other items not belonging to the contractor, the contractor shall acquire co-ownership of the new item in proportion to the value of the delivered goods to the processed item at the time of processing. The customer shall store the new items for the contractor. The same provisions shall apply to the item created by processing or transformation as to the goods subject to retention of title.
- 9.6 At the request of the customer, the contractor shall be obliged to release the securities to which it is entitled to the extent that the realizable value of the securities, taking into account customary bank valuation discounts, exceeds the contractor's claims from the business relationship with the customer by more than 20%. The valuation shall be based on the invoice value of the products subject to retention of title and the nominal value of the claims.
- 9.7 In the case of product deliveries to other jurisdictions in which clauses 9.1 - 9.6 do not have the same security effect as in the Federal Republic of Germany, the customer shall grant the contractor a corresponding security right. If further declarations or actions are necessary for this purpose, the customer shall make these declarations and cooperate in all measures necessary and conducive to the effectiveness and enforceability of such security rights.
- 9.8 If the customer contributes to the contractor's costs for the manufacture or procurement of tools or equipment, this does not entitle the customer to claim ownership or possession of the tools or equipment.

## **§ 10 Quality, use, and notification of defects**

- 10.1 The basis for the contractor's liability for defects, insofar as such liability exists, is primarily the agreed quality of the products. The information provided by the contractor in the order confirmation, in particular with regard to performance specifications, load and use, and any technical data sheets and product sheets referred to therein, shall be deemed to be the agreed quality in accordance with § 434 BGB (German Civil Code). Attachments, lists, and other documents provided by the customer shall not form part of a quality agreement unless the contractor has expressly agreed to their validity in writing. The contractor warrants that the products are free from defects and manufacturing faults at the time of delivery.
- 10.2 The customer shall have no warranty claims for defects in the products based on data, drawings, instructions, or other information provided by the customer. This also applies to defects based on materials and components supplied or selected by the customer and specified for the manufacture of the products. Liability for damages pursuant to § 12 remains unaffected.
- 10.3 In the case of goods with digital elements or other digital content, the contractor shall only be obliged to provide and, if necessary, update the digital content if this is expressly stated in a quality agreement. The contractor shall not be liable for public statements made by the manufacturer or other third parties.

- 10.4 The delivered products are only intended for their purposes, installation, and use as specified and approved in the order confirmation. The use and application of the products in military, aerospace, or medical applications is only permitted with the prior express written approval of the contractor. The contractor shall not be liable for any expenses or damage resulting from use that deviates from the intended or approved use without prior express written confirmation. The customer undertakes to indemnify the contractor against all claims by third parties for personal injury and/or property damage, provided that these expenses and damages arose in connection with the use of the products for unauthorized, prohibited, or improper purposes without the prior express written consent of the contractor. Unless installation or use is specified in the order confirmation and has not been expressly agreed otherwise, the products shall be used exclusively for the purpose specified in the contract and, if this cannot be assumed, only for the objectively customary purpose.
- 10.5 The customer is solely responsible for the suitability and safety of the products for their specific application. Due to the wide variety of different requirements and individual conditions for the use and installation of the products, the contractor cannot guarantee the suitability of the products for a specific application unless this has been expressly confirmed by the contractor in writing. The customer is obliged to check the suitability of the products for their intended use themselves. The contractor does not assume any guarantee, in particular for the composition, quality, or durability of the products.
- 10.6 The contractor supplies RoHS- and REACH-compliant products. The contractor does not carry out its own tests on installed materials and components without specific reason and relies exclusively on the information provided by the respective manufacturer or supplier of the products with regard to the identification of RoHS and REACH compliance.
- 10.7 The purchaser's rights in respect of defects presuppose that he has fulfilled his obligations to inspect and give notice of defects. To this end, he must carefully inspect the delivered products immediately upon receipt, in particular to determine whether they correspond to the type, quality, and quantity ordered and whether there is any transport damage or other defects that are apparent to him. The customer must notify the contractor in writing of any defects or damage to the products that are apparent during such an inspection immediately after receipt of the products, stating the specific complaints and symptoms of the defect, the item number, and the delivery batch and quantity affected. In the case of goods intended for installation or further processing, an inspection must in any case be carried out immediately before processing at the latest. The customer must notify the contractor in writing of any hidden defects and possible field failures immediately after their discovery, providing the relevant information as specified in sentence 2 and additionally stating the place and date of their occurrence. Notification shall be deemed to have been made immediately if it is made within three working days at the latest, whereby dispatch of the notification or complaint shall suffice to meet the deadline. If the customer fails to carry out the proper inspection or notification of defects, the contractor's liability for such defects is excluded, in particular claims for defects in accordance with § 11.
- 10.8 In the event of a complaint, the customer shall immediately give the contractor the opportunity and the necessary time to examine the defects complained of by returning the products affected. The customer shall immediately send the contractor the products complained of and submit any complaint and service reports available to him. Otherwise, he may not invoke the reported defects against the contractor.

#### **§ 11 Claims for defects**

- 11.1 If the delivered products are defective at the time of delivery and a complaint has been made to this effect, together with a request for subsequent performance by the customer, the contractor is obliged, at its own discretion and within a reasonable period of time, to remedy the defect or deliver a defect-free product. Further claims for defects shall only exist in the event of rejection, impossibility, or failure of subsequent performance. The repair shall only be deemed to have failed if the contractor has attempted to remedy the defect at least twice without success. Subsequent performance shall not include the removal of the defective products or their reinstallation. The right to refuse subsequent performance under the statutory conditions remains unaffected.
- 11.2 Defective products may only be returned to the contractor for the purpose of subsequent performance with prior written consent in accordance with the contractor's existing rules known to the customer (RMA procedure). The contractor may at any time demand the return of the products complained about by the customer; this also applies to products removed from the customer's products, stating the place and date of removal as well as the type and serial numbers of the customer's products. The contractor is entitled to refuse product returns without a previously assigned RMA number.
- 11.4 If, after a reasonable period of time, the contractor is unwilling or unable to provide subsequent performance, the customer may, at its discretion, withdraw from the contract or reduce the delivery price attributable to the delivery in question. The same applies if subsequent performance repeatedly fails or is unreasonable for the contractor. There is no right of withdrawal in the case of an insignificant defect. The customer may not assign claims for defects.
- 11.5 If the products are defective upon delivery, the contractor shall bear the expenses directly necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs, excluding profit shares or other surcharges, insofar as the costs have actually been incurred and proven. If the customer has installed the products in other items or attached them to other items in accordance with their intended use without prior processing or modification, the contractor shall also bear the expenses directly necessary for the removal and installation of the products, insofar as these lead to successful subsequent performance.
- 11.6 Expenses incurred by the customer shall not be necessary if they exceed market prices and have been incurred additionally or to a greater extent because the customer has not made use of a subsequent performance offered to him by the contractor or if the products have been taken by the customer to a location other than the delivery address, unless the products were intended by their nature to be moved to another location. The same applies to expenses that are increased by the fact that the customer grants its customers services or payments that go beyond the statutory rights in respect of defects without any existing contractual obligation, or does not assert or waives justified objections or defenses.
- 11.7 A claim for payment of removal and installation costs requires that the customer has notified the contractor in advance in writing of the removal and installation measures it intends to carry out and has requested the contractor to remedy the defect. Costs of unauthorized rectification of defects by the customer are otherwise excluded, unless the customer would otherwise face considerable damage that can be prevented immediately by prompt removal. The customer is not entitled to demand an advance payment for removal and installation costs.
- 11.8 If the removal and/or installation of the products is only possible at disproportionate cost, whereby in particular the value of the products in a defect-free condition and the significance of the defect must be taken into account, and the contractor is not responsible for the delivery of defective products, the contractor shall only bear the associated expenses up to twice the order value of the affected delivery quantity.
- 11.9 Consequential damages caused by defects, in particular lost profits, operating downtime costs, profit shares, sorting costs, and other costs that would have been incurred anyway, are not removal and installation costs to be borne by the contractor within the scope of subsequent performance.
- 11.10 If a request for the rectification of a defect and an associated claim for defects by the customer proves to be unjustified, which the customer could have easily recognized upon notification by the contractor or upon careful examination, the contractor may demand reimbursement of the costs incurred as a result.
- 11.11 Recourse claims by the customer against the contractor within the meaning of Section 445a of the German Civil Code (BGB) for reimbursement of expenses incurred in subsequent performance in relation to its customers are excluded if the contractor is not culpably responsible for the expenses and the last contract in the supply chain of the products concerned is not a consumer goods purchase within the meaning of Section 474 BGB. In addition, Section 13 applies accordingly.
- 11.12 Claims for defects by the customer are excluded if he is aware of the defect in the products at the time of conclusion of the contract or at the time of their call-off, or if he remained unaware of it due to gross negligence. In addition, claims by the customer for reimbursement of removal and installation costs are excluded if he is aware of the defect in the products at the time of their acceptance, resale, processing or installation, or if he remained unaware of it due to gross negligence. The exclusion of liability for gross negligence does not apply in cases of malice or a quality guarantee by the contractor. Gross negligence shall also be deemed to exist in particular if the customer fails to carry out reasonable inspections in the ordinary course of business or, after

frequent complaints about the products, fails to immediately arrange for thorough inspections of the products or immediately discontinue the sale or processing of the products.

- 11.13 Claims for defects by the customer for defective products shall lapse if the customer attempts to repair the products himself or through third parties without prior written confirmation from the contractor, or otherwise processes, modifies, damages, or destroys them, thereby making it impossible or unreasonably difficult for the contractor to remedy the defects or analyze the condition of the rejected products at the time of delivery. The same applies if the products are not used in accordance with the contract or separate instructions for use, in particular if they are used with other products, or if the defect is based on design documents or other specifications provided by the customer, and for chemical, electrochemical, and/or electrical influences for which the contractor is not responsible, or other influences for which NE is not responsible.
- 11.14 If the goods are used items, all claims for material defects are excluded. This exclusion does not apply to claims for damages due to gross negligence or intent, a culpable breach of essential contractual obligations (cardinal obligations), a culpable injury to life, limb, or health, a violation of the Product Liability Act, or in cases of a quality guarantee granted by the contractor.
- 11.15 Claims by the buyer for reimbursement of expenses pursuant to Section 445a (1) of the German Civil Code (BGB) are excluded, unless the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 BGB) or a consumer contract for the provision of digital products (Sections 445c (2), 327 (5), 327u BGB). Claims by the buyer for damages or reimbursement of futile expenses (§ 284 BGB) shall also exist in the event of defects in the goods only in accordance with the following clauses 12 and 13.

## **§ 12 Damages, liability**

- 12.1 The right to claim damages is governed by the statutory provisions, unless otherwise specified in the GTC.
- 12.2 The contractor shall be liable without limitation for damages resulting from the breach of a guarantee or from injury to life, limb, or health. The same shall apply to intent and gross negligence, to mandatory statutory liability under the Product Liability Act, and to liability for fraudulent concealment of defects. In all other cases, the contractor shall only be liable for simple negligence in the event of a breach of a material contractual obligation arising from the nature of the contract, the fulfillment of which is essential for the proper execution of the contract and on which the customer may regularly rely. Such material contractual obligations of the contractor include, in particular, its main performance obligations, such as the delivery of defect-free products. In the event of negligent breach of essential contractual obligations, delay, and impossibility, the contractor's liability shall otherwise be limited to the foreseeable, typically occurring damage up to a maximum of EUR 50,000 per claim. Unless otherwise specified above, the contractor's liability is excluded regardless of the legal basis. The above provisions do not imply a reversal of the burden of proof.
- 12.3 Insofar as the contractor provides technical information or advice and this information or advice is not part of the contractually agreed scope of services, this shall be provided free of charge and to the exclusion of any liability for damages.
- 12.4 The contractor shall be liable exclusively to the customer in accordance with these terms and conditions of sale and the statutory provisions. The contractor shall not be liable to third parties, including companies affiliated with the customer within the meaning of Section 15 of the German Stock Corporation Act (AktG), unless this is mandatory by law (e.g., product liability law, tort law).
- 12.5 The customer is not entitled to assert claims for damages by affiliated companies against the contractor unless the claim has been effectively assigned to the customer and the contractor has agreed to the assignment. In the event of an assignment requiring approval, the limitations of liability in these Terms and Conditions of Sale shall apply accordingly.

## **§ 13 Limitation**

- 13.1 The limitation period for claims for material defects and defects of title pursuant to § 437 BGB (German Civil Code) is one year from delivery of the products to the customer. In all other respects, a limitation period of one year applies to all other claims from the time of their occurrence and knowledge or grossly negligent ignorance of the circumstances giving rise to the claim and the identity of the debtor.
- 13.2 If the products have been used for a building in accordance with their normal use, as well as for the contractor's liability for damages resulting from a breach of warranty or from injury to life, limb, or health, as well as for malice, intent, and gross negligence, and in accordance with the Product Liability Act, the statutory limitation periods shall apply in deviation from Section 13.1.
- 13.3 A statement or action by the contractor in response to a complaint by the customer shall not be deemed an acknowledgment or entry into negotiations regarding a possible claim by the customer, unless the contractor expressly declares this in writing. This applies in particular if the customer has not asserted claims in writing or if the contractor expressly rejects such claims in writing.

## **§ 14 Product liability**

- 14.1 The customer shall not modify the products without the prior consent of the contractor; in particular, the customer shall not modify or remove any existing warnings about the dangers of improper use of the products. In the event of a breach of this obligation, the customer shall indemnify the contractor internally against product liability claims by third parties, insofar as the customer is responsible for the error giving rise to liability.
- 14.2 If the contractor is prompted to issue a product recall or warning due to a product defect, the customer shall support the contractor and take all reasonable measures ordered by the contractor. The customer shall provide the contractor with all documents relating to the production, delivery, and complaints about the products. The customer is obliged to bear the costs of the product recall or warning insofar as it is responsible for the product defect and the damage incurred. Further claims of the contractor remain unaffected.
- 14.3 The customer shall immediately inform the contractor in writing of any risks it becomes aware of in connection with the use of the products and of any possible product defects or product failures in each individual case.
- 14.4 If the contractor is prompted to issue a recall, withdrawal, and/or warning due to a product defect, or if the contractor considers this necessary for safety reasons, the customer shall cooperate to the best of its ability with the measures that the contractor deems necessary and appropriate and shall support the contractor in this regard, in particular in determining the necessary end customer data.

## **§ 15 Industrial property rights and copyrights**

- 15. Unless otherwise agreed, the contractor is only obliged to deliver the goods in the Federal Republic of Germany free of third-party industrial property rights and copyrights. If a third party asserts justified claims due to the infringement of property rights by goods delivered by the contractor to the customer, the contractor shall be liable to the customer within the period specified in clause 13 as follows:
  - At its discretion, the contractor shall first attempt, at its own expense, to either obtain a right of use for the deliveries in question or to modify the goods in compliance with the contractually agreed properties in such a way that the property right is not infringed, or to replace them. If this is not possible for the contractor on reasonable terms, the customer shall be entitled to its statutory rights, which shall, however, be governed by the contractual agreements between the customer and the contractor, supplemented by these terms and conditions of sale.

The purchaser shall only be entitled to rights in the event of an infringement of property rights by the goods from the contractor if he immediately notifies the contractor in writing of the claims asserted by third parties, does not acknowledge an infringement, and reserves all defensive measures and settlement negotiations for the contractor.

  - If the customer is attacked by third parties for infringing property rights as a result of using the goods delivered by the contractor, the customer undertakes to inform the contractor immediately and to give the contractor the opportunity to participate in any legal dispute. The customer shall support the



contractor in every respect in the conduct of such a legal dispute. The customer shall refrain from any actions that could impair the legal position of the contractor.

If, as a result of using the goods delivered by the contractor, the purchaser is attacked by third parties for infringements of property rights, the purchaser undertakes to inform the contractor of this immediately and to give the contractor the opportunity to participate in any legal dispute. The purchaser shall support the contractor in every respect in the conduct of such a legal dispute. The customer shall refrain from any actions that could impair the legal position of the contractor.

- 15.2 Claims by the customer are excluded if he is responsible for the infringement of property rights. Claims by the customer are also excluded if the infringement of property rights is caused by special specifications of the customer, by an application that could not be foreseen by the contractor, or by the fact that the goods or products have been modified by the customer or used together with goods not delivered by the contractor, insofar as the infringement of property rights is based on this.
- 15.3 The intellectual property rights to all specifications, drawings, illustrations, technical descriptions, and other technical information supplied or provided by the contractor in connection with this contract shall remain the sole property of the contractor. The purchase of the products does not transfer any licenses or rights of use, property rights, rights equivalent to property rights, or other intellectual property rights of the contractor to the customer. This does not apply to rights that are mandatorily associated with the delivery.
- 15.4 The products may be subject to patent, trademark, copyright, design rights, and other rights of third parties. The contractor shall not be responsible or liable for any claims in connection with an infringement of any of these rights. The contractor shall not be liable if the execution of the customer's quality specifications infringes copyrights or industrial property rights. The customer shall indemnify the contractor against all claims by third parties arising from such an infringement.
- 15.5 The customer is not entitled to extract the design elements of the products as a result of investigations into the structures, conditions, and behavior of the products and to reconstruct the contractor's products (so-called reverse engineering).

## **§ 16 Export, export control, customs duties, disposal, and return of packaging**

- 16.1 The delivered products are intended to remain in the country of delivery agreed with the customer. Products subject to embargo regulations may not be exported from the country of delivery by the customer.
- 16.2 The delivered products are subject in particular to German, European, and American export controls and embargo regulations. It is the responsibility of the customer to obtain information about the relevant export and/or import regulations or restrictions and, if necessary, to obtain the relevant permits. The customer undertakes to provide all information and documents required for export, domestic transport, or import correctly, completely, in a timely manner, and free of charge. This includes, in particular, all information reasonably requested by the contractor for export compliance purposes, including, but not limited to, information about the end user, the final destination, and the intended end use.
- 16.3 Delays caused by export controls, licensing procedures, or other governmental actions shall not constitute a breach of duty by the Contractor and shall extend the specified deadlines and dates accordingly, provided that such delays are not attributable to the Contractor. The Contractor shall not be liable for delays or non-performance for which the competent authority or the Customer is responsible, regardless of the Contractor's confirmation of an order.
- 16.4 Where required by law, the customer is obliged to dispose of products that fall under the ElektroG, BatterieG, or VerpackungsG in accordance with all legal provisions on its own responsibility. The customer shall assume all associated payment and notification obligations to the extent permitted by law and shall impose the above obligations on its customers accordingly.
- 16.5 The customer is entitled to return transport, sales, and outer packaging to the contractor. The place of performance for the return is the contractor's place of business. The return can only take place there during the contractor's business hours. The customer must ensure that the packaging materials are clean, sorted by material, and free of foreign substances. Otherwise, the contractor may refuse to take back the packaging or demand reimbursement of any additional costs incurred from the customer. The costs of return transport shall be borne by the customer. The customer must dispose of the packaging properly.
- 16.6 The customer shall be liable to the contractor for all damages resulting from culpable non-compliance with the provisions set out in clauses 16.2 - 16.5 and shall indemnify the contractor against any claims by third parties. The customer undertakes to compensate the contractor for all damages and expenses incurred in this connection, including immaterial and material losses, in particular fines and punitive damages.

## **§ 17 Data protection**

The customer's personal data will be processed exclusively for the purpose of fulfilling the contract to which the customer is a party or for carrying out necessary pre-contractual measures at the customer's request. The legal basis for the processing is Art. 6 (1) b) of the General Data Protection Regulation (GDPR). Notwithstanding any statutory retention periods, this data will be deleted after the end of a contractual relationship.

## **§ 18 Final provisions**

- 18.1 The transfer of rights and obligations of the customer to third parties shall only be effective vis-à-vis the contractor with the written consent of the customer.
- 18.2 The place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of the contractor. The contractor shall also be entitled to bring legal action at the registered office of the customer and at any other permissible place of jurisdiction. Furthermore, the contractor shall have the right to appeal to the arbitration tribunal at the Stuttgart Chamber of Industry and Commerce (IHK) as the plaintiff. In this case, the arbitration tribunal shall decide the legal dispute finally in accordance with the Rules of Arbitration of the German Institution of Arbitration (DIS), excluding recourse to ordinary legal proceedings. The initiation of judicial dunning proceedings by the contractor does not constitute an exercise of the right of choice and is permissible in any case.
- 18.3 The contractual relationship, including its interpretation and implementation, shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 18.4 The place of performance for all services of the customer and the contractor is the contractor's place of business.
- 18.5 Should any provision of these GTC be or become invalid or unenforceable in whole or in part, or should there be a gap in these GTC, this shall not affect the validity of the remaining provisions. In its place, a valid or enforceable provision shall be deemed to have been agreed which comes closest to the purpose of the invalid or unenforceable provision; the same shall apply if a matter requiring regulation is not expressly regulated.