General Terms and Conditions of Business for Sales and Supply Contracts – Katronic GmbH & Co. KG

§ 1 General Information

1. These General Terms and Conditions of Business are an integral part of all offers and contracts for deliveries and services, including any consulting services provided by Katronic GmbH & Co. KG, Gießerweg 5, 38855 Wernigerode, Germany, hereinafter referred to as "Katronic", also in current and future business relations without express reference.

2. These General Terms and Conditions shall apply to a person who, at the time of conclusion of the contract, is acting in the exercise of his commercial or independent professional activities (entrepreneur) and legal entities under public law or a special fund under public law.

3. Other conditions of the buyer are only binding if agreed in writing. References of the buyer to his terms and conditions are hereby expressly contradicted. Verbal promises and agreements are only binding after written confirmation.

4. If Incoterms are used, the 2020 version applies.

5. The purchaser may only assign claims arising from the purchase contract with the prior written consent of Katronic.

6. Katronic reserves all property rights and copyrights to all samples, drawings, models, tools, cost estimates and all information of a physical and non-physical nature (including in electronic form) made available to the purchaser. These may not be made available to third parties without the prior consent of Katronic.

§ 2 Sales Contract

1. Katronic's offers are to be understood as a non-binding invitation to conclude a contract. A sales contract is only concluded when Katronic accepts the purchaser's order by means of written order confirmation or execution, confirmation by e-mail or execution of the order.

2. Katronic is entitled to withdraw from the contract without compensation to the purchaser if force majeure makes it impossible for Katronic to fulfil the contract.

3. The Buyer's right to withdraw from the contract due to deterioration of Katronic's assets after conclusion of the contract is excluded.

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Persönlich haftende Gesellschafterin:
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§ 3 Prices

1. The conditions and prices applicable at the time of the order are decisive. Previous prices lose their validity with the introduction of a new price list. The introduction of a new price list does not affect purchase contracts already concluded.

2. Sales prices are only considered fixed prices if they are confirmed in writing by Katronic. They apply free of charge ex works (EXW, Gießerweg 5, 38855 Wernigerode, Germany, Incoterms) plus the statutory value added tax and packaging costs applicable at the time of delivery.

3. If, after conclusion of the contract, costs beyond Katronic's control, such as raw material prices, increase by more than 10 %, Katronic may, for deliveries due later than four months after conclusion of the contract, increase the prices on the day of delivery accordingly.

§ 4 Delivery and Transfer of Risk

1. Delivery is made FCA, Gießerweg 5, 38855 Wernigerode, Incoterms or according to an offered or confirmed Incoterms clause.

2. If, at the request of the purchaser, Katronic dispatches the sold goods to a place other than the place of performance, the risk of accidental loss and accidental deterioration shall pass to the purchaser as soon as Katronic has handed over the goods to the forwarding agent, carrier or other person charged with dispatch. This also applies if Katronic assumes the costs of shipment or carries out the shipment itself. If the goods are ready for collection, the risk is transferred to the purchaser upon receipt of the notification of readiness for shipment.

3 The buyer is responsible for the disposal of the packaging.

4. Delivery times shall only be deemed to be dates for fixed purchase if Katronic has expressly confirmed them as such.

5. Compliance with delivery dates is subject to the proviso that the purchaser has made all advance payments, in particular has provided Katronic with the information necessary for the execution of the order, has provided any official certificates and inspections that may be required, and has paid the agreed advance payment. Agreed delivery times will be extended appropriately until the advance services have been provided.

6. Failure by Katronic to comply with delivery dates and deadlines will only entitle the purchaser to assert the rights to which he is entitled after he has granted Katronic a reasonable period of grace of at least 15 working days, unless this is legally unnecessary.

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7. If Katronic is prevented from fulfilling its obligations due to unforeseen circumstances which could not be avoided despite reasonable care (force majeure), the delivery period will be extended by the duration of the hindrance. This also applies in the event of industrial disputes, disruptions in the company's own operations, disruptions in the operations of subcontractors (insofar as a replacement procurement cannot reasonably be expected), including transport companies, disruptions due to public authority measures and disruptions to traffic routes.

8. Katronic is entitled to make partial deliveries, provided this does not unreasonably disadvantage the purchaser.

9. If the purchaser does not accept or take delivery of the goods, partial services or deliveries even after a reasonable period of grace has been set, Katronic is entitled to demand a flat rate of 20 % of the order amount as compensation. The purchaser is free to prove that no damage or less damage has been incurred.

§ 5 Payment

1. An invoice will be issued separately for each delivery under the date of dispatch. This also applies to agreed partial deliveries. Payments on account will be charged proportionately to the individual partial deliveries.

2. The invoice amount is due for payment no later than 30 days after the invoice date. Payments must be made by bank transfer.

3. Katronic does not grant an early payment discount (Skonto) even if payment is made before the due date.

4. Payments by cheque or bill of exchange are made on account of performance and require the consent of Katronic; bank rates, bill charges and costs are borne by the purchaser unless otherwise agreed.

5. In the event of a justified complaint about defective goods, the buyer may provisionally retain only that part of the purchase price which corresponds to the invoice amount of the part of the delivery complained about.

6. In the event of late payment, overdue interest on arrears, cheque or bill protest or any other significant deterioration in the purchaser's financial situation after conclusion of the contract, Katronic is entitled to make further deliveries only against advance payment, to make all outstanding invoice amounts due immediately and to demand cash payment or security against return of bills of exchange accepted on account of payment.

7. The interest on arrears is 9 % above the base rate of the German Bundesbank.

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8. For the second and each subsequent reminder, Katronic will charge a fee of 40.00 EUR. The purchaser shall bear the costs of legal action.

9. The offsetting of counterclaims is only permissible in the case of undisputed or legally established claims.

§ 6 Warranty, Liability for Defects

1. The contractual quality of the goods is exclusively determined by the information in the order confirmation. The suitability of the goods for the intended purposes of the buyer is not the subject of the quality of the goods. Covered by the contractual condition are customary and minor technically unavoidable deviations, wear and tear inherent in the nature of the goods, deviations from the condition (shape and colour) described in brochures or similar presentations or in offers, insofar as they result from the natural irregularity of the materials used. These do not constitute a defect. No claims for defects shall exist in the case of defects that do not or only insignificantly affect the value of the delivered item.

2. The buyer undertakes to check the specifications set out in the order confirmation to ensure that they are consistent with the intended use.

3. Warranty rights of the buyer presuppose that the buyer has fulfilled his obligations to inspect and complain immediately and properly. The buyer is obliged to inspect and accept incoming goods with due diligence without delay. The inspection for obvious defects and short deliveries must take place at the latest within 8 days after receipt of the goods at the place of destination. Failure to carry out this inspection is at the expense of the buyer. Defects which could not be discovered within this period even with the most careful inspection (hidden defects) must be reported by the buyer in writing without delay, at the latest within 8 days of their discovery.

4. Any liability for material defects shall lapse in the event of modifications to the goods which go beyond use in accordance with the state of the art and Katronic's instructions. This applies in particular to the use of non-recommended/original spare parts and to improper use.

5. No liability will be accepted in the following cases in particular: unsuitable or improper use, faulty assembly or commissioning by the purchaser or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences, insofar as Katronic is not responsible for them.

6. Katronic's liability for production stoppages, loss of profit, loss of use, loss of contracts, increased maintenance costs or any other consequential or indirect damage is excluded.

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7. If the purchaser or a third party carries out improper repairs, Katronic is not liable for the consequences. The same applies to any modifications to the goods carried out without the prior consent of Katronic.

8. If the goods are defective at the time of the transfer of risk, Katronic may, within the framework of the claim for subsequent performance, at its discretion either repair or replace the goods within 10 days of receipt of the returned goods. The purchaser must give Katronic time and opportunity to do so. If this is not done or if changes or repairs are made to the defective item, Katronic is released from its liability for defects. Replaced parts become the property of Katronic.

9. Claims for damages by the buyer due to defective goods are limited to the foreseeable and unavoidable damage. The buyer is obliged to reduce possible damage by inspecting the goods at the earliest possible time.

10. Unless otherwise agreed, claims for defects shall become statute-barred after 12 months from the date of delivery. In the event of injury to life, body or health and in the event of a wilful or grossly negligent breach of duty by Katronic, as well as in the event of fraudulent concealment of a defect or the assumption of a guarantee of quality, the statutory limitation periods shall apply.

11. If a notice of defect is unfounded, the purchaser will reimburse Katronic for all expenses arising from the handling of the notice of defect.

12. If the purchaser resells defective goods to consumers as end users, he can demand a flat-rate reimbursement of 50.00 EUR from Katronic but only if the defect is proven and the purchaser has carried out an inspection of the goods. Katronic reserves the right to prove higher or lower expenses.

13. Otherwise, § 8 shall apply to claims for damages.

§ 7 Retention of Title

1. Katronic retains title to the delivered goods until full payment of the purchase price and any incidental claims.

2. Katronic reserves the right of ownership vis-à-vis merchants until all claims resulting from the business relationship have been paid in full.

3. In the case of payment by bill of exchange, the reservation of title does not expire until the bill of exchange has been honoured by the drawee.

4. If Katronic withdraws from the contract (in particular due to default of payment by the purchaser), Katronic is entitled to take back the goods subject to retention of title. To exercise this right, Katronic

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is permitted to enter the business premises of the purchaser during normal business hours. Withdrawal from the contract is deemed to have been declared when Katronic demands the return of the goods delivered under retention of title.

5. The buyer may not pledge the reserved goods or assign them as security. He will inform Katronic immediately in writing if third parties wish to access the reserved goods. In doing so, he must provide Katronic with all documents necessary for the protection of its ownership rights, in particular a copy of the garnishment report. The purchaser is liable to Katronic for all damages arising from such third-party access, in particular for all court and out-of-court costs of an enforcement counterclaim, insofar as the third party is unable to offset these costs.

6. The buyer shall store and administer the sold goods and the new goods resulting from their use in a separately identifiable manner, store them with the care of a prudent businessman and insure them against damage caused by fire, water or hail. The purchaser hereby assigns any insurance claims to Katronic.

7. The buyer may resell the reserved goods unless he is in default of payment. For goods resold, he hereby assigns to Katronic all claims (including VAT) arising from his contractual relationship with his customer or third parties.

8. The buyer may combine or process the goods subject to retention of title with goods of third parties within the scope of normal business transactions, unless he is in default of payment. In the event of combining or processing, Katronic acquires co-ownership of the new goods in the amount of the proportional value of the goods subject to retention of title and the combined or newly manufactured goods in accordance with § 947, section 1 of the German Civil Code. In the event of the sale of combined or newly manufactured goods, the purchaser hereby assigns to Katronic the claims arising from his contractual relationship with his customer or third parties in proportion to the co-ownership.

9. The buyer remains authorised to collect the assigned claims in trust (authority to collect). Katronic's authority to collect remains unaffected; however, Katronic will not make use of its collection authority as long as the collection authority is not revoked. If the collection authority is revoked, the purchaser is obliged to notify his customers immediately of the assignments and to provide Katronic with the information and documents required for collection. If the purchaser becomes insolvent, Katronic is entitled to separate the goods or to a replacement in accordance with the Insolvency Act. The goods to be segregated must be made available to Katronic immediately, at the latest within one week, and may not be sold without Katronic's consent. If the goods subject to retention of title are sold, Katronic will deduct the costs and interest incurred from the proceeds and will offset them against the purchase price. Any surplus will be paid out to the purchaser. This applies equally to any claims collected by Katronic.
10. The buyer's right to resell and use the goods subject to retention of title and the authority to collect shall expire upon cessation of payments, enforcement measures in respect of the goods subject to

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retention of title or their surrogates, application for or opening of insolvency proceedings or in the event of a cheque or bill protest.

11. Insofar as the value of the securities exceeds the claims to be settled by the purchaser by more than 20 %, Katronic will release the securities in excess thereof at the purchaser's request.

§ 8 Liability

1. For damages caused by slight negligence due to defective products, with the exception of bodily injury, Katronic's liability is limited in reason and amount to the benefits of its product liability insurance up to an amount of EUR 3,000,000. This limitation of liability does not apply in the event of intent or gross negligence, culpable injury to life, body or health, or fraudulent concealment of a defect. In the event of material breaches of contract, the maximum amount shall include foreseeable and contract-typical damages. If the defective products result in a product recall, liability for the resulting costs is limited to the benefits of the product recall insurance in terms of reason and amount. Otherwise, these costs will only be reimbursed if Katronic has been notified of the recall measure and Katronic has been given an opportunity to cooperate within a reasonable period of time.

2. Essential contractual obligations are obligations whose fulfilment is a prerequisite for the proper execution of the contract and on whose compliance the contractual partner may regularly rely.

3. In the event of delay, Katronic is liable for 0.5 % of the order value per completed week, but not more than 5 % in total. Furthermore, claims for compensation are limited to the reimbursement of proven additional costs (covering purchase based on three comparative offers).

4. Katronic is not liable for slight negligence, with the exception of injury to life, body or health or due to breach of essential contractual obligations.

5. Katronic is not liable for breach of contract or damages due to force majeure. If Katronic is unable to fulfil its contractual obligations due to unforeseen or uncontrollable circumstances due to force majeure, although Katronic has made every reasonable effort to fulfil its contractual obligations, the purchaser shall not be entitled to any compensation for damages, irrespective of the legal grounds, arising from the impossibility of Katronic to fulfil its specific contractual obligations. Force majeure includes, but is not limited to, traffic disruptions, official measures, weather influences, non-availability of raw materials, labour disputes, disruptions in the company's own operations, disruptions in the operations of transport companies and sub-suppliers (insofar as a replacement procurement is not reasonable), war, natural disasters, epidemic, pandemic (including COVID-19 and its secondary consequences), infectious diseases and shortage of raw materials.

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6. Claims of entrepreneurs shall become time-barred within one year. The limitation period does not apply to damage caused by intent or gross negligence on the part of Katronic or in the event of injury to life, body or health.

7. The above provisions apply to the same extent to Katronic's vicarious agents and assistants.

§ 9 Model Protection

The purchaser undertakes not to reproduce any items from the Katronic delivery programme or to have them reproduced or distributed. In the event of any infringement, Katronic is entitled to a contractual penalty. The amount of the claim for each copied item is 100 % of the price of the corresponding Katronic article; the Katronic price list valid at the time of the infringement is decisive. Katronic's right to claim damages remains unaffected.

§ 10 Software

1. Insofar as software is included in the scope of delivery, the buyer is granted a non-exclusive right to use the delivered software including its documentation. The software is provided for use on the delivery item intended for this purpose. It is prohibited to use the software on more than one system.

2. The purchaser may only copy, revise, translate or convert the software from the object code to the source code to the extent permitted by law (§69a ff. Copyright Act). The purchaser undertakes to observe manufacturer's specifications not to remove or change the copyright notices in particular without the prior express consent of Katronic.

3. All other rights to the software and documentation, including copies, remain with Katronic or the software supplier. Sublicensing by the purchaser is not permitted.

4. The licence according to clause 1 is effective from the day of delivery of the delivery item.

§ 11 Spare Parts Supply

1. The spare parts supply by Katronic is structured as follows: The limitation is 10 years for electrical, electronic, electro-pneumatic and mechanical components, parts, systems and assemblies.
2. Katronic is free to search for a functionally identical replacement solution within and after the above-mentioned deadlines.

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§ 12 Company and Business Secrets, Confidentiality

1. The Buyer will treat as confidential all information provided by Katronic in embodied or digital form concerning the contract goods, as well as the manufacturing method, business secrets, customers or otherwise, provided that such information originates from Katronic.

2. The Buyer shall also include its employees in this confidentiality obligation. The buyer is obliged to take the necessary measures to ensure confidentiality in order to prevent the unauthorised disclosure of business and trade secrets by his employees or other persons and to prevent this.

3. Confidential documents made available to the purchaser remain the property of Katronic and must be treated in strict confidence. They may not be reproduced, published or otherwise made available to third parties without the written consent of Katronic and may not be used for any purpose other than that agreed.

4. If the Buyer becomes aware that confidential documents, business or operating secrets are being disclosed by third parties or that the obligation to treat the documents as confidential is otherwise being breached by third parties, the Buyer will inform Katronic immediately.

5. At the request of Katronic, the purchaser is obliged to surrender to Katronic without delay at any time during the term of the contract all documents and items which contain or relate to Katronic's business or trade secrets. This also applies to copies made by the purchaser or other documents in his possession.

6. For each case of infringement, the purchaser submits to a contractual penalty in favour of Katronic in the amount of 50,000.00 EUR (in words: fifty thousand Euros) in each individual case. Irrespective of this, Katronic may demand compensation from the purchaser for any proven higher damage. The contractual penalty promise also extends to the purchaser's employees and third parties commissioned by the purchaser.

7. The Buyer shall refrain from exploiting or imitating the confidential information outside of the purpose in any manner whatsoever (in particular by means of **"reverse engineering"**) or having it exploited or imitated by third parties, and in particular from applying for industrial property rights - in particular trademarks, designs, patents or utility models - to the confidential information.

8. The obligation to maintain secrecy does not expire even after termination of the contractual relationship and continues to apply for a period of 10 years. The obligation to maintain secrecy shall apply accordingly to documents received in the course of the preparation of a contract if a contract is not concluded, with the proviso that the obligation to maintain secrecy shall commence when it is clear that the contractual negotiations have failed.

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9. Katronic remains the owner of the information or the holder of the rights and industrial property rights associated with it. Subject to separate provisions, the Buyer undertakes not to use the information without the express prior written consent of Katronic and not to make any applications for intellectual property rights based on the information. The non-disclosure agreement does not establish any licence or other rights of use.

10. The purchaser may only refer to business relations with Katronic with the prior written consent of the latter.

§ 13 Auxiliary Provisions

1. The written form is required for purchase and supply contracts and future amendments and supplements.

2. The contract fully reflects all the agreements of the contracting parties. There are currently no subsidiary agreements to this contract.

3. Headings are for guidance only and do not constitute the final provision of the text below.

4. Non-exercise of rights by Katronic does not constitute a waiver.

§ 14 Place of Performance and Jurisdiction

1. The place of performance for payment of the purchase price and for other services to be rendered by the purchaser is always the registered office of Katronic. The place of performance for Katronic services is the registered office of Katronic.

2. If the purchaser is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the place of jurisdiction is agreed to be the registered office of Katronic. Katronic is also entitled, at its discretion, to make use of the purchaser's general place of jurisdiction or the place where the purchaser's property or assets are located.

§ 15 Foreign Business

The following additional conditions apply to foreign business:

1. All transactions, including cheque and bill of exchange transactions, are subject to German civil and commercial law including the UN Convention on Contracts for the International Sale of Goods.

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2. If the sales contract is drawn up in several languages, the German version shall be authoritative.

3. For the purposes of this agreement, the Gregorian calendar shall be used.

4. For the purposes of this contract, the local time at Katronic's registered office shall be taken as the basis, taking into account summer and winter time.

5. Katronic can demand advance payment or letter of credit from the purchaser. Unless otherwise agreed, delivery will be made cash against documents (P/D).

6. Unless otherwise agreed, payment shall be made in Euro (EUR). Changes in exchange rates do not affect the purchase price and the other payment obligations specified in the purchase contract.

7. Customs duties, fees, charges and any taxes arising from the execution of the sales contracts and deliveries shall be borne by the purchaser, with the exception of taxes levied by the country in which Katronic has its registered office.

8. Katronic shall not be liable for the compatibility of the contract goods with national regulations in the Buyer's country or for compliance with such regulations at the time of delivery or in any other context.

9. Katronic is also entitled to take legal action against the purchaser in his home country.

10. Katronic is not liable for sanctions/embargo measures.

11. The employees of Katronic comply with the statutory provisions of the German Working Hours Act (Arbeitszeitgesetz) for their work assignments or, in the case of assignments outside Germany, with the corresponding country-specific working hours regulations. A daily rate is 10 hours working time excluding breaks.

§ 16 Invalidity, Loopholes in the Contract

1. Should current or future provisions of this contract be wholly or partially invalid or unenforceable or later lose their legal validity or enforceability, the validity of the remaining provisions of this contract shall not be affected. The same applies if it should turn out that this contract contains loopholes.

2. In place of the invalid or unenforceable provision or to fill the gap, an appropriate provision shall apply which the parties would have made if they had considered the point when concluding the contract. This shall also apply if the invalidity of a provision is based, for example, on a measure of performance or time (deadline, date) nominated in this contract; in such cases, a legally permissible measure of performance or time (deadline, date) which comes as close as possible to the intended measure shall replace the agreement.

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3. If the validity of a regulation in the sense described above can only be achieved by agreement, observing special formal requirements, the parties involved are obliged to take the necessary actions and make declarations.

4. Katronic processes personal data only in accordance with the legal provisions and the privacy policy described at https://www.katronic.com/en-gb/privacy-policy/ accessible privacy policy.

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