I. General

1. All supplies and services are based on these conditions as well as any separate contractual agreements. Disagreements pursuant to Section 6, insofar as the Customer do not form part of the contract, even if the order is accepted.

2. Written form - absent any special agreement - upon written confirmation of the order by the Supplier.

3. The Supplier reserves intellectual property rights and copyright over models, cost proposals, drawings, and other information and documents, including electronic forms; they may not be made available to third parties. The Supplier undertakes to make information and documents marked as confidential by the Customer available to third parties only with the Customer’s consent.

II. Price and payment

1. Absent a special agreement, the prices are valid as works including leading in the factory, excluding packaging and unloading. However, sales tax in the respective legal amount is added to the prices.

2. If the Supplier is not to be made without deduction of account as the Supplier follows, in the division Stationary technology

30 % Down payment after arrival of order confirmation

40 % Down payment after delivery of the delivery item

30 % delivery of the order confirmation

50 % when arrival of order confirmation is ready

70 % when notification of readiness is delivered

In the division Mobile technology

30 % Down payment after arrival of order confirmation

70 % When notification is ready

3. The Customer only has the right to hold back payments or offset them with counterclaims insofar as its counterclaims are undisputed or have been established as legally valid.

III. Delivery time, Delivery delays

1. The delivery time emerges from the agreements between the contractual parties. It is precondition to adhere to it by the Supplier that at commercial and technical questions between the contractual parties have been clarified and the Customer has fulfilled all obligations incumbent upon it, such as, for example, supplying the Supplier with the official certificates or approvals or making a down payment. If this is not the case, the delivery time is lengthened appropriately. This does not apply to the extent that the Supplier is responsible for the delay.

2. The delivery time is determined to be not in accordance with these terms and conditions on the date the delivery is handed over to the Customer or to its representatives, insofar as the date of readiness is notified.

3. As soon as possible, the Supplier shall provide notification of delays that become apparent.

4. If the delay is not attributable to the Supplier, the Supplier is not liable for the delay. This applies in particular to cases of default in delivery in the event of insolvency, or similar circumstances.

5. If the non-performance to the delivery time is due to force majeure, industrial action or other events that lie outside the Supplier’s sphere of influence, the delivery time shall be lengthened appropriately. The Supplier shall notify the Customer of the beginning and end of such circumstances as soon as possible.

6. If the Customer may withdraw from the contract without a notice period in the following cases, they may withdraw from the contract without a notice period:

a) within the framework of a guarantee promise,

b) when there is gross negligence of the owners/executive agencies or management personnel,

c) when there is culpable infringement of substantive contractual obligations, the Supplier shall be liable even in the case of intellectual property right or copyright infringement.

d) within the framework of a guarantee promise,

e) when there are faults that fraudulently concealed,

v) within the framework of a guarantee promise,

f) when there are faults in the delivery item, insofar as liability exists in accordance with the Product Liability Act for personal or material damage on privately used objects.

When there is a culpable infringement of substantive contractual obligations, the Supplier shall be liable even in cases of gross negligence by non-management employees and simple negligence, in the last case limited to damages that are economically and reasonably foreseeable.

Further claims are excluded.

VIII. Temporal limitation

1. All of the Customer’s claims – whatsoever the legal grounds – expire after 12 months. For damages claims in accordance with Section VII. 2 – a and II. 1 and the legal deadlines apply. They also apply for faults in a structure or for delivery items which in accordance with their customary use were used for a structure and caused its defection.

IX. Software use

1. Insofar as the software delivery includes the software in accordance with the scope of the delivery, the Supplier is granted a non-exclusive right to use the software including its documentation. It is handed over for use on the delivery item itself for which it is designated. The software and the documentation remain the property of the software Supplier. The granting of sub-licences is not permitted. The Customer may only copy, rework or translate the software or convert its object-code into source code within the limits of the permitted scope [§ 69 a. Copyright Act [LMG]]. The Undergraduate undertakes to remove manufacturer particulars - in particular copyright notices - or to change them without the prior express consent of the Customer.

2. All other rights to the software and the documentation, including the copies, remain with the Supplier or the software Supplier. The granting of sub-licences is not permitted.

X. Applicable law, court of jurisdiction

1. For all legal relationships between the Supplier and the Customer the decisive legal governing legal relationships between domestic parties of the Federal Republic of Germany shall apply. The court of jurisdiction is the court in whose state the contractual agreement has been made.

Special Anlagenbau Günther (ALBG) terms and conditions of supply

Warranty

For Anlagenbau Günther, the warranty obligation exists only for faults that occur during a period of 1 year up to a number of operating hours of 1,000 operational hours, from the time at which risk is transferred or the delivery is made. Wear and tear is excluded.

Reservation of proprietary rights

The delivery item remains the property of ALBG until the complete fulfilment of all claims existing against the Client at the time of the conclusion of the contract in relation to the purchased object, e.g. due to repairs or spare parts services or other services, or which arise subsequently in relation to the Client. In the case of non-transferable contractual obligations, the Client is entitled to claim from the Supplier, insofar as the Supplier’s claims from the Client do not arise from a demand for the delivery item, as an acceptance must take place, this is decisive for the transfer of risk. It must take place immediately at the place of risk.

The Customer may not refuse acceptance when an insubstantial fault is present.

3. If the use of the delivery item leads to the infringement of intellectual property rights or copyright infringements - domestic, the Supplier, at its own cost, shall procure for the Customer the right to continue in principle or shall modify the delivery item, in a way that is reasonable for the Customer, in such a way that the intellectual property right infringing no longer exists.

4. If this is not possible under commercially reasonable conditions or is not possible within a reasonable period of time, the Customer shall be entitled to withdraw from the contract. Under the conditions referred to, the Supplier shall also be entitled to withdraw from the contract.

Furthermore, the Supplier shall indemnify the Customer from undisputed or legally-established claims of the intellectual property rights holder concerned.

8. The Supplier obligations referred to in Section VI. 7 with the proviso of Section VII. 2 shall be conclusive for the case of intellectual property right or copyright infringement.

They exist only if

The Customer immediately notifies the Supplier of intellectual property right or copyright infringements that have been asserted.

The Customer supports the Supplier to a reasonable extent in defending against the asserted claim or makes it possible for the Supplier to carry out the modification measures in accordance with Section VI. 7.

The right to all countermeasures, including stop-cod order-antitrust orders, is reserved to the Supplier.

The defective claim is not based on an instruction from the Customer and

The default management was not caused by the Customer independently altering the delivery item or using it in a way that was not in accordance with the contract.

VII. Supplier’s liability, liability exclusion

1. If the delivery item cannot be used by the Customer in accordance with the contract through the fault of the Supplier as a result of omitted or defective execution of instructions or advice given before or after the conclusion of the contract or through the infringement of other ancillary contractual duties - in particular, instructions on the operation and maintenance of the delivery item - the provisions of Sections VI and VII apply to the extent of additional claims.

2. For damages that have arisen other than on the delivery item itself, the Supplier shall be liable - whatsoever the legal grounds - only

a) when there is intent, or

b) when there is negligence of the owners/executive agencies or management personnel, or

c) when there is culpable injury to life, body, health, or when there are faults that fraudulently concealed,

d) within the framework of a guarantee promise,

f) when there are faults in the delivery item, insofar as liability exists in accordance with the Product Liability Act for personal or material damage on privately used objects.

When there is a culpable infringement of substantive contractual obligations, the Supplier shall be liable even in cases of gross negligence by non-management employees and simple negligence, in the last case limited to damages that are economically and reasonably foreseeable.

Further claims are excluded.