§ 1 General, scope of application

1. These General Terms and Conditions of Sale (GTC) apply to all our business relationships with our customers (hereinafter: "Buyer"). The GTC shall only apply if the buyer is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
2. The GTC apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter also referred to as "goods"), regardless of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 651 BGB). The GTC in their respective version shall also apply as a framework agreement for future contracts for the sale and/or delivery of movable goods with the same buyer, without us having to refer to them again in each individual case; In this case, we will inform the buyer immediately of any changes to our GTC.
3. Our GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This consent requirement applies in any case, for example even if we carry out the delivery to the buyer without reservation in knowledge of the buyer's terms and conditions.
4. Individual agreements made with the buyer in individual cases (including ancillary agreements, additions and changes) shall in any case take precedence over these GTC. For the content of such agreements, a written contract or our written confirmation is decisive.
5. Legally relevant declarations and notifications that are to be submitted to us by the buyer after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of withdrawal or reduction) must be made in text form in order to be effective.

§ 2 Conclusion of contract and service description

1. Our offers are subject to change and non-binding. This also applies if we have temporarily or permanently provided the buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, calculations, references to DIN standards), other product descriptions or documents – also in electronic form. The information on technical specifications contained therein shall be understood as average values, unless expressly stated otherwise. We expressly reserve all copyrights and property rights to the above-mentioned documents.
2. The order of the goods by the buyer is considered a binding contract offer. Unless otherwise stated in the order, we are entitled to accept this contract offer within 14 days of its receipt by us. Only after acceptance of the offer is a contract concluded.
3. Acceptance can be declared either in writing (e.g. by accepting the contract offer) or by delivery of the goods to the buyer.
4. Subject to an express agreement, we owe the buyer only the delivery or manufacture of the goods.
5. Insofar as the goods delivered by us to the customer process, record, create or store data, the buyer is solely responsible for the regular and proper backup of this data.

§ 3 Adaptation of the goods (customizing) and obligations of the buyer to cooperate

1. If we agree with the buyer to adapt the goods to the individual needs of the buyer, the scope of the installation, adaptation and development services results exclusively from the agreements made between the parties. We are entitled to use subcontractors to provide the installation, adaptation and development services.
2. The buyer shall provide the cooperation services that are necessary and generally customary for the contractual provision of services by us, and in particular

    a. provide all necessary information;
    b. provide the software and grant the contractor the rights of use necessary for the provision of its services; and
    c. Provide access to its IT systems.

3. Insofar as cooperation services are owed and the necessary concretization has not already been contractually made, we request these services from the buyer with a reasonable lead time in text form. We will immediately inform the buyer in text form of what he considers to be insufficient cooperation services.
4. We will check the plausibility of information provided by the buyer and inform the buyer of detected errors. We do not assume any further obligation to check and provide information.
5. All cooperation services are to be provided by the buyer free of charge. The services to be provided by the buyer represent real obligations and not mere obligations. If and to the extent that the buyer does not provide the services owed by him, not on time or not as agreed and this has an impact on our service provision, we are exempt from the provision of the affected services. The performance deadlines to be met by us shall be postponed by a reasonable period of time. Without prejudice to further rights, any additional expenses incurred and proven by us will be remunerated separately on the basis of the agreed conditions.

§ 4 Delivery period and delay in delivery

1. Delivery periods and dates are only binding if they are expressly designated by us as binding. The delivery period is agreed individually or specified by us upon acceptance of the order. If this is not the case, the delivery period is approx. 8 weeks from conclusion of the contract (§ 2 No. 2 GTC). If the buyer has to provide cooperation obligations or provision services, the delivery period begins only after the fulfillment of these obligations. If an advance payment by the buyer (e.g. a down payment) has been agreed, the delivery period shall only begin after the agreed advance payment has been completed.
2. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (unavailability of the service), we will inform the buyer immediately and at the same time inform the expected new delivery period. If the service is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will immediately reimburse any consideration already provided by the buyer. In particular, the non-availability of the service in this sense shall be deemed to be the non-timely self-supply by our supplier if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault or if we are not obliged to procure in individual cases.
3. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the buyer is required. If we are in default of delivery, the buyer may demand lump-sum compensation for his damage caused by delay. The lump sum for damages amounts to 0.5% of the net price (delivery value) for each completed calendar week of delay, but in total no more than 5% of the delivery value of the goods delivered late. We reserve the right to prove that the buyer has incurred no damage at all or only a significantly lower damage than the above lump sum. The buyer reserves the right to prove that a higher damage has occurred.
4. The rights of the buyer according to § 9 of these GTC and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of the service and/or subsequent performance) remain unaffected.

§ 5 Delivery, transfer of risk, acceptance, default of acceptance

1. Delivery takes place ex warehouse, where the place of performance is also located. At the request and expense of the buyer, the goods will be shipped to another destination (sale by post). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.
2. The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer at the latest upon handover. In the case of a shipment purchase, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the forwarder, the carrier or the person or institution otherwise designated to carry out the shipment upon delivery of the goods. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. For an agreed acceptance,

the statutory provisions of the law on contracts for work and services shall apply accordingly. The handover or acceptance is the same if the buyer is in default of acceptance.

3. If the buyer is in default of acceptance, fails to cooperate or our delivery is delayed for other reasons for which the buyer is responsible, we are entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). For this purpose, we charge a lump-sum compensation in the amount of 0.5% of the sales price per calendar week up to a maximum of 10% of the sales price in the event of final non-acceptance, starting with the delivery period or - in the absence of a delivery period - with the notification of readiness for dispatch of the goods.
4. The proof of higher damages and our statutory claims (in particular compensation for additional expenses, appropriate compensation, termination) remain unaffected; however, the lump sum is to be offset against further monetary claims. The buyer is permitted to prove that we have incurred no damage at all or only a significantly lower damage than the above lump sum.
5. Partial deliveries are permissible if they are contractually agreed or reasonable for the buyer.

§ 6 Prices and terms of payment

1. Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, ex warehouse, plus statutory value added tax and plus shipping costs (in particular packaging, freight, loading, customs, insurance).
2. In the case of a shipment purchase (§ 4 para. 1), the buyer bears the transport costs (including shipping costs) ex warehouse and the costs of any transport insurance requested by the buyer. At our discretion, either the costs actually incurred in the individual case, or a reasonable transport cost lump sum (excluding transport insurance) will be invoiced as transport costs. Any customs duties, fees, taxes and other public charges shall be borne by the buyer. We do not take back transport and all other packaging in accordance with the Packaging Ordinance, they become the property of the buyer; pallets are excluded.
3. The price is due and payable within 14 days of invoicing and delivery or acceptance of the goods. For contracts with a delivery value of more than 1,000 EUR, however, we are entitled to demand a down payment of 50% of the price. The deposit is due and payable within 14 days of invoicing.
4. Upon expiry of the above payment period, the buyer shall be in default. The price shall bear interest during the delay at the applicable statutory default interest rate. We reserve the right to assert further damage caused by default. With regard to merchants, our claim to the commercial maturity interest (§ 353 HGB) remains unaffected.
5. The buyer is only entitled to rights of set-off or retention to the extent that his claim has been legally established or is undisputed. In the event of defects in the delivery, the buyer's counter-rights shall remain unaffected.
6. If, after conclusion of the contract, it becomes apparent that our claim to the price is endangered by the buyer's inability to pay (e.g. by filing for the opening of insolvency proceedings), we are obliged to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline – entitled to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we can declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

§ 7 Retention of title

1. Until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims), we reserve title to the goods sold.
2. The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The buyer must notify us immediately in writing if and to the extent that third parties access the goods belonging to us.
3. In the event of breach of contract by the buyer, in particular in the event of non-payment of the price due, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or

to demand the return of the goods on the basis of the retention of title. The request for surrender does not at the same time include the declaration of withdrawal; rather, we are entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. If the buyer does not pay the price due, we may only assert these rights if we have previously set the buyer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

4. The buyer is entitled to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
    a. The retention of title extends to the products resulting from the processing, mixing or combination of our goods at their full value, whereby we are considered the manufacturer. If, in the event of processing, mixing or combination with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
    b. The claims against third parties arising from the resale of the goods or the product are hereby assigned by the buyer to us as security in total or in the amount of our possible co-ownership share in accordance with the preceding paragraph. We accept the assignment. The obligations of the Buyer referred to in paragraph 2 shall also apply with regard to the assigned claims.
    c. In addition to us, the buyer remains authorized to collect the claim. We undertake not to collect the claim as long as the buyer meets his payment obligations to us, is not in default of payment, no application for the opening of insolvency proceedings has been filed and there is no other defect in his ability to pay. However, if this is the case, we can demand that the buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the associated documents and notifies the debtors (third parties) of the assignment.
    d. If the realisable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the request of the buyer.
5. If the purchased goods are subject to retention of title, the buyer is obliged to treat the goods with care for the duration of the retention of title and to secure them against intervention by third parties. In particular, the buyer must insure the goods against damage (e.g. fire, theft and water damage) and prove this to us on request. If the buyer violates these obligations, we can take out appropriate insurance at the expense of the buyer. The buyer is obliged toassign to us any claims for compensation against the insurer.

§ 8 Claims for defects of the buyer

1. For the rights of the buyer in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions), the statutory provisions shall apply, unless otherwise specified below. In all cases, the statutory special provisions remain unaffected in the case of final delivery of the goods to a consumer (§ 478 BGB).
2. The basis of our liability for defects is above all the agreement made on the quality of the goods (§ 434 para. 2 BGB). All product descriptions that are the subject of the individual contract shall be deemed to be an agreement on the quality of the goods.
3. We are not liable for public statements by manufacturers or other third parties (e.g. advertising statements) on the properties of the goods if we did not know or could not know them, if the statement was corrected in the same or equivalent manner at the time of conclusion of the contract or if the statement could not influence the decision of the buyer.
4. The buyer's claims for defects presuppose that he has fulfilled his statutory inspection and notification obligations (§§ 377, 381 HGB). If a defect becomes apparent during the inspection or later, we must be notified of this immediately in writing. The notification is deemed to be immediate if it is made within two weeks, whereby the timely dispatch of the notification is sufficient to meet the deadline. Irrespective of this obligation to inspect and give notice of defects, the buyer must notify obvious defects (including incorrect and short deliveries) in writing within two weeks of delivery, whereby the timely

dispatch of the notification is also sufficient to meet the deadline. If the buyer fails to properly inspect and/or report defects, our liability for the defect not reported is excluded.

5. If the delivered item is defective, we can initially choose whether we provide supplementary performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). Our right to refuse supplementary performance under the statutory conditions remains unaffected.
6. We are entitled to make the subsequent performance owed dependent on the buyer paying the price due. However, the buyer is entitled to retain a reasonable part of the price in relation to the defect.
7. The buyer must give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the buyer must return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item or the re-installation if we were not originally obliged to install it.
8. We shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs (not: dismantling and installation costs), if there is actually a defect. However, if a request by the buyer to remedy the defect turns out to be unjustified, we can demand reimbursement of the resulting costs from the buyer.
9. In urgent cases, e.g. in the event of a threat to operational safety or to avert disproportionate damage, the buyer has the right to remedy the defect himself and to demand compensation from us for the objectively necessary expenses. We must be notified of such self-performance immediately, if possible, in advance. The right of self-performance does not exist if we would be entitled to refuse a corresponding supplementary performance in accordance with the statutory provisions.
10. If the supplementary performance has failed or a reasonable period of time to be set by the buyer for the subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the buyer may withdraw from the purchase contract or reduce the price. In the case of an insignificant defect, however, there is no right of withdrawal.
11. Claims of the buyer for damages or reimbursement of futile expenses exist only in accordance with § 9 and are otherwise excluded.

§ 9 Liability

1. Unless otherwise stated in these GTC, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.
2. We are liable for damages - regardless of the legal basis - in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable
    a. for damages resulting from injury to life, limb or health,
    b. for damages resulting from the breach of an essential contractual obligation (obligation the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies on and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.
3. The limitations of liability resulting from paragraph 2 shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods. The same applies to claims of the buyer under the Product Liability Act.
4. Due to a breach of duty that does not consist of a defect, the buyer can only withdraw or terminate if we are responsible for the breach of duty. A free right of termination of the buyer (in particular acc. §§ 651, 649 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.
5. Subject to the provisions of § 9 GTC, we are not liable for the loss of data if the damage is based on the fact that the buyer has failed to carry out data backups and thereby ensure that lost data can be restored with reasonable effort.

§ 10 Statute of limitations

1. Notwithstanding § 438 para 1 no. 3 BGB and, deviating from § 634a Abs. 1 Nr. 1 and Nr. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. Insofar as acceptance has been agreed, the limitation period begins with acceptance. This shortening of the limitation period does not apply to damages that are based on a grossly negligent or intentional violation of our obligations, our legal representative or our vicarious agents as well as in the event of injury to life, body or health.
2. Statutory special provisions for claims for return in rem by third parties (§ 438 para. 1 no. 1 BGB), in the event of fraudulent intent on the part of the seller (§ 438 para. 3 BGB) and for claims in supplier recourse in the event of final delivery to a consumer (§ 479 BGB) remain unaffected.
3. The above limitation periods also apply to contractual and non-contractual claims for damages of the buyer based on a defect in the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. The limitation periods of the Product Liability Act remain unaffected in any case.

§ 10 Use and updates of software

1. If the contract includes the delivery of goods in connection with a computer program or the adaptation and/or development of a computer program, also insofar as this is used to control the goods, (hereinafter referred to as "software"), the buyer will be given a simple (non-exclusive) Right to use the software. The right of use entitles the buyer to use the software only to the extent necessary for the contractual use of the software or the goods.
2. Any updates of the software as well as for all digital content and digital elements (hereinafter referred to as "updates") will be provided only 12 months after the goods have been handed over to the buyer. We will inform the buyer appropriately about the provision of the updates. The implementation of updates is the responsibility of the buyer, whom we will support to the necessary extent if necessary.
3. The contract software may only be used at a maximum of the number of simultaneously corresponding to the number of licenses purchased. The number of licenses is determined by the offer. Unless a higher number is expressly stated in the offer or in this agreement, the buyer acquires one (1) license for the contractual use of the contractual software in object code. The use of the contractual software is only permitted within the hardware environment specified in the offer, unless the use of the contractual software in another hardware environment does not lead to a higher intensity of use. The use of the contractual software in a more powerful or a further hardware environment requires a separate agreement with us and the payment of the license fee provided for this purpose, whereby the license fee already paid will be credited in full. The permitted use includes the installation of the contractual software, the loading into the main memory as well as the intended use by the buyer. Under no circumstances shall the Buyer have the right to publicly reproduce or make available the acquired Contractual Software by wire or wireless means or to make it available to third parties, e.g. B. by way of application service providing or as "Software as a Service". The buyer may neither sublet nor sublicense the purchased software.
4. The buyer is only entitled to decompile the contractual software or to carry out actions in accordance with § 69c No. 1 and No. 2 UrhG, insofar as this is legally permissible (§§ 69d, 69e UrhG). However, this only applies if we have not made the required information available to the buyer on request within a reasonable period of time.
5. The buyer may only transfer the purchased copy of the contractual software to a third party if he completely gives up the use of the program, removes all installed copies of the program from his computers and deletes all copies on other data carriers or hands them over to us, provided that the buyer is not legally obliged to store it for a longer period of time. Upon request, the buyer shall confirm to us in writing the complete implementation of the aforementioned measures or, if necessary, explain the reasons for longer storage.

6. If the buyer uses the contractual software to an extent that exceeds the acquired rights of use qualitatively (with regard to the type of permitted use) or quantitatively (with regard to the number of licenses purchased), he will immediately acquire the rights of use necessary for the permitted use. If he fails to do so, we reserve the right to assert the rights to which we are entitled.
7. Copyright notices, serial numbers and other features used for program identification may not be removed or changed from the contractual software.

§ 12 Data protection

The parties undertake to comply with the relevant data protection regulations. The parties are responsible for the personal data processed by you in each case, unless one of the parties processes data on behalf of the other party in accordance with Art. 28 GDPR. Upon conclusion of the contract, the parties undertake to conclude any further agreements (e.g. in accordance with Art. 26 GDPR or Art. 28 GDPR), if this is required by law.

§ 13 Final provisions, choice of law and place of jurisdiction

1. These GTC and all legal relationships between us and the buyer shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Prerequisites and effects of the retention of title pursuant to § 6 are subject to the law at the respective location of the item, insofar as the choice of law made in favor of German law is inadmissible or ineffective.
2. If the buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in Bremen. However, we are also entitled to bring an action at the general place of jurisdiction of the buyer.
3. The parties are aware that the Contractual Software may be subject to export and import restrictions. In particular, there may be approval requirements, or the use of the software or associated technologies abroad may be subject to restrictions. The buyer shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. Our performance of the contract is subject to the proviso that there are no obstacles to performance due to national and international regulations of export and import law as well as no other legal regulations.

§ 14 Authoritative version

1. In case of doubt, the German version of these General Terms and Conditions of Sale shall prevail.

(Status: August 2022)