

Section 1: General Provisions, Scope of Application

- (1) These terms and conditions of delivery and service apply to all of our business relationships with our customers (the "buyer").
- (2) These terms and conditions of delivery and service apply in particular to contracts for the sale and/or delivery of movable objects ("goods"), regardless of whether we manufacture the goods ourselves or purchase them from suppliers (see Sections 433 and 650 of the German Civil Code [BGB]), as well as to contracts for the provision of other services. Unless otherwise agreed, the valid version of these terms and conditions of delivery and service shall be the one in place at the time the order is placed by the buyer, or at least the version most recently shared with the buyer in text form; that version shall also serve as a general agreement for any future contracts of the same type without us having to refer to it again in each individual case.
- (3) Our deliveries, services and offers shall be subject exclusively to these terms and conditions of delivery and service; we shall not recognise any conflicting or deviating terms and conditions of the buyer, unless we explicitly agree to their validity in writing. Our terms and conditions of delivery and service shall apply even if we unreservedly provide the buyer with a delivery despite being aware of its conflicting or deviating terms and conditions or if the buyer refers to its terms and conditions in its order and we do not explicitly object to them.
- (4) Our terms and conditions of delivery and service apply only to transactions with "traders", as defined in Section 14 BGB, legal persons incorporated under public law and investment funds incorporated under public law.
- (5) Any individual agreements made with the buyer (e.g. general supply contracts, quality assurance clauses) and the information provided in our order confirmation shall take precedence over these terms and conditions of delivery and service in each case. In case of doubt, all commercial terms shall be interpreted according to the version of the Incoterms that is valid at the time the contract is established, as published by the International Chamber of Commerce (ICC) in Paris.
- (6) Any legally relevant declarations and notifications to be submitted by the buyer in relation to the contract (e.g. set deadlines, payment reminders or withdrawal from the contract) must be made in writing. For the purpose of our terms and conditions of delivery and service, the term "in writing" includes both text and written forms (e.g. letter, email, fax). Notwithstanding the above, the statutory provisions apply with regard to formal requirements and additional evidence, especially in case of doubt regarding the authority of the person sub-mitting a declaration.
- (7) Any references to the validity of statutory provisions are only made for clarification purposes. The statutory provisions shall therefore also apply without such clarifying references, unless we directly amend them or explicitly exclude them in our terms and conditions of delivery and service.

Section 2: Conclusion of Contract, Enquiries

- (1) Our offers shall be non-binding and subject to prior sale, unless they are explicitly marked as binding. This shall apply even if we provide the buyer with samples, catalogues and any other product descriptions or documents (including electronic files) to which we reserve the relevant property rights and copyrights.
- (2) As soon as an order is placed for goods, the buyer shall be deemed to have made a binding offer to enter into a contract. Unless otherwise stated in the order, we shall be entitled to accept this offer to enter into a contract within 2 (two) weeks of receiving the order.
- (3) We may accept an offer to enter into a contract either in writing (e.g. by issuing an order confirmation) or by delivering the goods to the buyer.
- (4) Any documents supplied by the buyer (e.g. specifications, drawings, samples, models) shall be authoritative for us; the buyer shall be liable for their accuracy, technical feasibility and completeness, and we shall not be obliged to check them.

Section 3: Prices, Terms of Payment, Invoices

- (1) Unless otherwise agreed in a specific case, our prices valid at the time the contract is established shall apply (ex stock, plus the statutory rate of value added tax).
- (2) Unless otherwise stated in the order confirmation, our prices shall apply ex works (EXW) from our factory in Siegen according to the Incoterms 2020 or the current version thereof. Unless explicitly agreed otherwise, packaging costs shall not be included in our prices.
- (3) Unless otherwise stated in the order confirmation, our invoices shall be due for payment within 14 (fourteen) days of the invoice date and receipt of the invoice with a 2% discount or within 30 (thirty) days of the invoice date and receipt of the invoice (without deductions). However, we shall be entitled to make all or part of a delivery subject to a prepayment at any time, even during an ongoing business relationship. We shall announce such a proviso, at the latest, when issuing the order confirmation. A payment with discharging effect may only be made directly to us or to our bank account / post office giro account indicated on the invoice form.
- (4) If the buyer defaults on a payment, we may charge default interest at a rate of 9 percentage points above the base interest rate. We reserve the right to assert further claims for damages as a result of the delay.
- (5) We expressly reserve the right to reject cheques and bills of exchange. They shall only ever be accepted as conditional payment subject to clearance. Any costs, in particular charges incurred for the clearance of bills of exchange, shall be borne by the buyer and shall be due immediately. Our claims shall only be considered paid once they have been finally cashed.
- (6) If any information that the buyer is required to provide is not supplied in good time and we subsequently incur additional costs, we shall be entitled to invoice the buyer for the additional costs. This applies accordingly if we stop processing an order at the buyer's request.
- (7) In the case of contracts where more than 3 (three) months pass between the establishment of the contract and the agreed delivery or the last partial delivery, we reserve the right to make appropriate changes to our prices in response to unforeseeable cost increases for which we are not responsible, in particular due to in-creased material costs, raw material prices and auxiliary material prices, collective agreements, freight or public charges. We shall offset any cost increases against cost reductions. We shall provide the buyer with proof of the change in costs upon request.
- (8) The buyer shall not be entitled to withhold any payments due to counterclaims or to offset any payments against counterclaims, unless they are recognised by us, undisputed or legally established. This shall be without prejudice to the buyer's counterclaims arising from the same contract due to defects, non-performance and/or unfinished or incomplete performance.
- (9) If it becomes apparent that our claim to the purchase price is jeopardised by the buyer's solvency after the contract has been established (e.g. if commercial credit insurance is terminated or an application is filed for insolvency proceedings), we may refuse to provide our services and, perhaps after setting a grace period of, to withdraw from the contract in accordance with the statutory provisions (Section 321 BGB). In the case of contracts for the production of custom-made items, we may declare our withdrawal immediately, the legal provisions on the dispensability of setting a grace period shall remain unaffected.

Section 4: Delivery Deadlines, Delivery Delays, Force Majeure

- (1) Unless explicitly agreed otherwise, any information provided on delivery times shall only be approximate. A delivery deadline shall only start to run when all details have been clarified with regard to the execution of the delivery and both parties have agreed on the terms of the order. Any agreed delivery dates shall be postponed accordingly until this has been done.
- (2) In order for us to comply with our delivery obligation, the buyer must also properly fulfil its own obligations in a timely manner. In particular, this includes the timely and complete delivery of the documents to be supplied by the buyer, insofar as we are to provide our services according to the buyer's drawings, specifications, samples and/or other documents. We reserve the defence of unperformed contract.
- (3) The onset of a delivery delay shall be determined by the statutory provisions. However, a reminder must first be issued in each case. If we default on a delivery, the buyer may demand a lump sum of compensation for the damage caused by the delay. The lump-sum compensation for damages shall amount to 0.5% of the net price (delivery value) of the delayed goods for each completed calendar week of delay, but no more than 5% of the delivery value of the delayed goods in total. We reserve the right to prove that the buyer has incurred significantly less damage than the above lump sum or no damage at all.
- (4) If we are prevented from providing our deliveries or services in a timely manner due to force majeure such as labour disputes, official measures, energy or raw material shortages, transport bottlenecks or disruptions, pandemics or epidemics and measures to combat them, operational disruptions (e.g. due to fire, water and/or breakdowns) or any other disruptions in operational processes for which we are not responsible and which have a demonstrably significant impact on us or our suppliers / subcontractors, we shall be obliged to inform the buyer immediately. In such cases, we shall be entitled to postpone the delivery or service deadline for the duration of the force majeure event or disruption, provided we have complied with our obligation to inform the buyer, as described above. If the delivery or service becomes impossible as a result, our obligation to perform the contract shall cease without the buyer being entitled to compensation. If the buyer can prove that the subsequent performance of the contract is of no interest to the buyer due to the delay, the buyer may withdraw from the contract without gaining any further claims. If the force majeure or disruption persists for more than 1 (one) month, we may withdraw from the part of the contract that is yet to be fulfilled, provided we have complied with our obligation to inform the buyer, as described above, and provided we have not assumed the procurement risk or a delivery guarantee. "Force majeure" means any event occurring outside the company which is caused by external elementary forces of nature or by the actions of external third parties, which is unforeseeable according to human insight and experience, which cannot be prevented or rendered harmless by economically acceptable means even with the utmost care to be reasonably expected under the circumstances, and which is not to be accepted by the trader in light of its frequency.
- (5) The provisions of paragraph (4) shall apply accordingly if, prior to entering into the contract with the buyer, we conclude a congruent hedging transaction which, if executed properly, would enable us to fulfil our contractual delivery obligations towards the buyer, and we do not receive the goods from our supplier – either in a correct and/or timely manner or at all – and we are not responsible for this.
- (6) If we default on our obligations, the buyer shall be entitled to set a reasonable grace period in writing and then withdraw from the contract after it has expired to no avail. There shall be no need to set a grace period if we seriously and definitively refuse to perform our obligations or if the underlying contract specifies a fixed point in time for performance, as described in Section 323 (2) No. 2 BGB or Section 376 of the German Commercial Code (HGB) or if there are specific circumstances that justify an immediate withdrawal from the contract, taking into account each party's interests.
- (7) Notwithstanding the above, the buyer may exercise the rights described in Section 11 of these terms and conditions of delivery and service and we may exercise our statutory rights, particularly if we are released from our obligation to perform the contract (e.g. due to the impossible or unreasonable nature of the service and/or rectification measures).

Section 5: Qualities, Dimensions, Weights, Acceptance

- (1) The qualities and dimensions of the materials we deliver shall be subject exclusively to German material standards. Deviations shall be permissible within the scope of DIN standards.
- (2) Proof of the relevant weights shall be provided in the form of a weighing slip. The relevant information shall be the total weight of each shipment.
- (3) If the relevant material standards require a formal acceptance procedure, or if an acceptance procedure is otherwise agreed, this shall be done in our factory in Siegen immediately after the goods are reported as ready for dispatch. Any costs incurred as a result of the acceptance procedure shall be borne by the buyer.

Section 6: Shipping and Transfer of Risk

- (1) Unless explicitly agreed otherwise, all deliveries shall be made ex works (EXW) according to the Incoterms 2020 or the current version thereof. The place of delivery and performance shall be the location of our factory in Siegen. This shall apply even if we assume the transport costs or pay them for the buyer or if partial deliveries are made.
- (2) The goods shall be shipped to another destination at the buyer's request and expense (sale involving the carriage of goods).
- (3) If a sale involving the carriage of goods is agreed, the risk of accidental loss and deterioration shall be transferred to the buyer when the goods are handed over to the forwarding agent or carrier or any other person or institution assigned to carry out the shipment. This shall apply even if we assume the transport costs or pay them for the buyer or if partial deliveries are made. If the shipment or handover is delayed for reasons attributable to the buyer, the relevant risks shall be transferred to the buyer from the day on which the goods are ready for dispatch and we notify the buyer of this.

- (4) If a formal acceptance procedure is agreed, this shall determine when the risk is transferred. Unless otherwise specified below, the statutory provisions on contracts for work and services shall also apply accordingly to any agreed acceptance procedure.
- (5) If a formal acceptance procedure is to take place, the goods shall be deemed to have been accepted when
a) the goods have been delivered and, if we are also obliged to install the goods, the installation has been completed;
b) we have informed the buyer of this – with reference to the assumed acceptance described in this paragraph – and requested acceptance;
c) 20 (twenty) working days have passed since the delivery / installation; and
d) the buyer has failed to accept the goods within this period, unless this is due to a defect reported to us that makes it very difficult or impossible to use the purchased items.
- (6) The goods shall be deemed to have been handed over or accepted if the buyer fails to accept them on time.
- (7) The buyer must inform us in writing if it would like a specific means of transport to be used for a shipment and/or if it would like a shipment to be covered by transport insurance. Any costs incurred in this regard shall be borne by the buyer, even if the transport costs are otherwise assumed by us in exceptional cases.
- (8) We shall be authorised to make partial deliveries if this is reasonable for the buyer, taking the buyer's interests into account.
- (9) If the buyer defaults on acceptance, or if a delivery is delayed for reasons attributable to the buyer, we shall be entitled to claim compensation for the resulting damage, including any additional expenses. In such cases, we shall store the goods at the buyer's risk and invoice the buyer for the storage.

Section 7: Packaging

- (1) Unless otherwise agreed, we shall choose the packaging carefully at our discretion. The packaging costs shall be borne by the buyer.
- (2) The packaging of our goods (including transport, sales and secondary packaging) must be disposed of properly. In accordance with Section 15 (1) of the German Packaging Act (VerpackG), we are therefore legally obliged to organise and monitor the proper return and recycling of our packaging.
- (3) In the interest of ensuring the efficient and careful use of resources, in particular to avoid unnecessary transport routes, the buyer agrees to properly dispose of the packaging used for the goods we deliver (including transport, sales and secondary packaging) at its own expense, on our behalf and in accordance with applicable law.
- (4) If so requested, the buyer shall immediately provide us with appropriate evidence to confirm that it has properly disposed of the packaging used for the goods we deliver and shall cooperate to the extent necessary in the packaging procedures stipulated by the competent authorities.

Section 8: Retention of Title

- (1) We shall retain ownership of the goods until all present and future claims arising from the purchase contract and our ongoing business relationship (secured claims) have been settled in full.
- (2) The goods subject to retention of title must not be pledged to third parties or assigned as security without our explicit written consent until the secured claims have been settled in full. The buyer must immediately inform us of any seizures or other third-party interventions so that we can institute legal proceedings in accordance with Section 771 of the German Code of Civil Procedure (ZPO). If the legal action is successful and the third party is not in a position to reimburse us for the court costs or out-of-court costs associated with legal proceedings instituted in accordance with Section 771 ZPO, the buyer shall be liable for the costs incurred.
- (3) The buyer shall be entitled to resell our goods in the ordinary course of business; however, the buyer hereby assigns to us any claims arising from resales to third parties or its customers corresponding to the final invoice amount (including VAT) for our own claims in relation to the delivered items, regardless of whether the items are resold without or after processing. The buyer shall remain authorised to collect any such claims following their assignment. We reserve the right to collect the claims ourselves. However, we agree to refrain from collecting the claims as long as no cheques or bills of exchange are protested and as long as the buyer uses the proceeds to properly meet its payment obligations to us and has not defaulted on payment or filed for insolvency. If this is the case, however, we may ask the buyer to notify us of the as-signed claims and the debtors, to provide all information required to collect the claims, to hand over the as-associated documents, and to inform the debtors (third parties) that the claims have been assigned to us.
- (4) If the buyer processes or remodels our goods subject to retention of title, this shall always be carried out for us. If our goods subject to retention of title are processed with other items / substances that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title to the respective value of the other processed items / substances at the time of processing. Otherwise, the item created through processing shall be subject to the same regulations as the goods subject to retention of title.
- (5) If our goods subject to retention of title are inextricably mixed with other items / substances that do not belong to us or combined in such a way that they become essential components of one single item, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title to the respective value of the other mixed or combined items / substances at the time of mixing or combining. If the items are mixed or combined in such a way that the item created by the buyer is to be regarded as the main item, the buyer agrees to transfer proportional co-ownership to us. The buyer shall safeguard the co-owned items for us. Otherwise, the item created through mixing or combining shall be subject to the same regulations as the goods subject to retention of title.
- (6) The buyer must treat the goods subject to retention of title with care; in particular, the buyer shall be obliged to adequately insure them against fire, water damage and theft at its own expense; the insurance policy must cover their replacement value. If maintenance and inspection work is necessary, the buyer must carry this out in good time at its own expense.
- (7) If any goods subject to retention of title are lost or damaged, the buyer shall assign to us any resulting claims for insurance benefits corresponding to the final invoice amount (including VAT) for our own claims in relation to the delivered items.
- (8) If any goods subject to retention of title are delivered abroad and certain measures and/or declarations are required from the buyer in the importing country in order for the retention of title or our other rights detailed above to be effective, the buyer must immediately inform us of the relevant requirements in writing or in text form and immediately take such measures and/or submit such declarations at its own expense. If the law applicable in the importing country does not allow retention of title, the buyer shall be obliged to immediately provide us with other suitable securities for the delivered goods or other securities chosen at its reasonable discretion (Section 315 BGB) at its own expense.
- (9) If the realisable value of our securities exceeds the claims to be secured by more than 10%, we agree to release the securities to which we are entitled at the buyer's request; we shall be responsible for selecting the securities to be released.

Section 9: Intellectual Property

- (1) Unless otherwise agreed, we shall hold the rights to the results of our services provided to the buyer (in particular any rights to inventions, copyrights and other industrial property rights). Once the agreed fee (or the respective partial amounts due) have been paid in full, the buyer shall be granted the non-exclusive and non-transferable right – without restrictions in terms of time or space – to use the results of our services (in accordance with any other terms agreed with the buyer) for its own business purposes or for the purposes specified in the offer and/or order confirmation. Any further rights of use shall only be granted on the basis of a separate agreement.
- (2) Unless otherwise agreed, the rights to the buyer's existing results shall remain with the buyer. We shall be entitled to use the buyer's existing results if this is necessary for us to provide the agreed services.

Section 10: Warranty and Liability for Breaches of Duty

- (1) In the event of material defects and defects in title (including incorrect and insufficient deliveries, improper assembly / installation or inadequate instructions), the buyer may exercise the rights stipulated by law, unless otherwise specified below.
- (2) In all cases, the legal provisions regarding the purchase of consumer goods (Section 474 et seq. BGB) and the buyer's rights from separately issued guarantees, in particular from the manufacturer, shall remain unaffected.
- (3) Our liability for defects shall mainly be based on the agreement made on the quality and anticipated use of the goods (including accessories and instructions). Any product descriptions or manufacturer information shall only be considered an agreement on quality in this sense if this is contractually agreed or if such information or descriptions are made publicly known by us (in particular in catalogues) at the time we enter into the contract.
- (4) If a certain quality has not been agreed, the statutory provisions shall be consulted to determine whether the goods are defective (Section 434 (3) BGB). Any public statements made by – or on behalf of – the manufacturer, particularly in advertising or on the label of the goods, shall take precedence over statements made by other third parties.
- (5) If we are to provide our services according to the buyer's drawings, specifications, samples and/or other documents, the buyer shall bear the risk regarding their suitability for the intended purpose.
- (6) The buyer shall not be entitled to assert any claims for material defects due to natural wear and tear or due to any damage occurring after the transfer of risk as a result of incorrect or negligent handling, lack of maintenance, excessive loads, unsuitable or improper use, incorrect assembly or commissioning by the buyer or third parties (not acting on our behalf), unsuitable operating materials, improper operation or disregard for operating instructions or due to special external influences that are not provided for in the contract.
- (7) In the case of goods with digital elements or other digital content, we shall only be obliged to provide and, if necessary, update the digital content if this is explicitly stated in an agreement on qualities pursuant to paragraph (3) above. We shall assume no liability for public statements made by the manufacturer or other third parties in this respect.
- (8) The buyer may only assert its warranty rights after properly fulfilling its obligation to inspect the goods and report any defects in accordance with Sections 377 and 381 HGB. If the buyer fails to properly inspect the goods and/or report any defects, our liability for defects that are not reported properly and in good time shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only becomes apparent after the relevant work due to the buyer's failure to perform these obligations; in such cases, the buyer shall particularly waive any claims for the reimbursement of the costs incurred ("dismantling and assembly costs"). If our contractual relationship with the buyer is a contract for work and services, Section 377 HGB shall apply accordingly.
- (9) If a formal acceptance procedure or initial sample testing is agreed with the buyer, the buyer shall not be entitled to submit complaints about any defects that the buyer could have detected through careful acceptance or initial sample testing.
- (10) If there are defects in the goods delivered or work produced, we may first be obliged to rectify the situation by remedying the defect (repair) or delivering a faultless item (replacement). If the type of rectification measure we choose is unreasonable for the buyer in a certain case, it may be rejected by the buyer. However, we reserve the right to refuse to rectify the situation if the legal requirements are met.
- (11) We shall be entitled to ask the buyer to pay the purchase price before taking the necessary rectification measures. However, the buyer shall be entitled to withhold a reasonable part of the purchase price in relation to the defect.
- (12) The buyer must give us the necessary time and opportunity to rectify the situation, particularly by making the allegedly defective products available for inspection. If we deliver a replacement, the buyer must return the defective goods to us upon request in accordance with the statutory provisions; however, the buyer shall not be entitled to demand the return of the item. The rectification measures shall not include the dismantling or removal of the defective goods or the assembly, mounting or installation of faultless goods if we were not originally obliged to provide such services. This shall be without prejudice to the buyer's claims for the reimbursement of the relevant costs ("dismantling and assembly costs").
- (13) Any necessary expenses incurred for the purpose of inspecting the defects and rectifying the situation (e.g. transport, travel, labour and material costs) shall be borne or reimbursed by us in accordance with the statutory provisions and these terms and conditions of delivery and service if there is actually a defect. If there is no defect and the buyer was aware or negligently unaware of this, we may ask the buyer to reimburse the costs incurred as

a result of the unjustified request for the rectification of defects.

(14) In urgent cases (e.g. if operational safety is jeopardised or to avert excessive damage), the buyer shall be entitled to remedy the defect itself and then ask us to reimburse any expenses that are objectively necessary for such purposes. If the buyer intends to remedy the defect itself, we must be notified immediately, if possible in advance. The buyer shall not be allowed to remedy a defect itself if we are entitled to refuse to rectify the situation in accordance with the statutory provisions.

(15) If we fail in our attempts to rectify the situation, or if a reasonable deadline set by the buyer for us to rectify the situation expires to no avail, or if such a deadline can be waived in accordance with the statutory provisions, the buyer may withdraw from the contract or reduce the purchase price in accordance with the statutory provisions. However, the buyer shall not be entitled to withdraw from the contract due to an insignificant defect.

(16) The buyer shall not be entitled to assert any claims for the reimbursement of expenses in accordance with Section 445a (1) BGB, unless the last contract in the supply chain relates to the purchase of consumer goods (Sections 478 and 474 BGB) or is a consumer contract for the provision of digital products (the second sentence of Section 445c, Section 327 (5) and Section 327u BGB). Even in case of defects, the buyer may only assert claims for damages or the reimbursement of wasted expenses (Section 284 BGB) in accordance with Section 11 below; all other claims shall be excluded. The relevant limitation periods shall be governed by Section 12 of these terms and conditions of delivery and service.

Section 11: Exclusions and Limitations of Liability

(1) If any contractual, non-contractual or other claims for damages are asserted for whatever legal reason, in particular due to defects, delay and impossibility, fault in contract negotiations and tort – and subject to the provisions of paragraph (2) below – we shall only be liable for damages in case of intent and/or gross negligence, including intent and/or gross negligence on the part of our representatives or vicarious agents. We shall also be liable in case of slight negligence – including slight negligence on the part of our representatives and vicarious agents – for any damages resulting from the breach of an essential contractual duty (i.e. a duty that must be fulfilled to facilitate the proper execution of the contract in the first place and on the fulfillment of which the buyer may therefore regularly depend). If we are not accused of an intentional breach of duty, our liability for damages shall be limited to the typically foreseeable degree of damage.

(2) The exclusions and limitations of liability stipulated in paragraph (1) above shall not apply to any claims for damages resulting from injury to life, limb or health, nor shall they apply to any claims asserted by the buyer under the German Product Liability Act (ProdHaftG), the special statutory provisions on the final delivery of goods to a consumer, and any other mandatory statutory liability regulations. Furthermore, the above exclusions and limitations of liability shall not apply if we fraudulently conceal a defect or if we are liable after assuming a guarantee or the procurement risk.

(3) Furthermore, the provisions of paragraphs (1) and (2) shall not apply if the buyer demands the reimbursement of wasted expenses instead of asserting a claim for damages.

(4) If our own liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, workers, representatives and vicarious agents on the same legal basis.

Section 12: Limitation Period

(1) Any claims held by the buyer as a result of material defects and defects in title shall become time-barred within 1 (one) year of delivery. If a formal acceptance procedure is agreed, the limitation period shall begin once the goods have been accepted.

(2) Any mandatory provisions on limitation periods shall remain unaffected. The reduced limitation period referred to in paragraph (1) above shall not apply to any claims resulting from injury to life, limb or health, to any claims due to intent and/or gross negligence, or to any claims due to the assumption of a guarantee or the procurement risk. The longer limitation periods stipulated in Section 438 (1) No. 1 BGB (real rights of a third party), Sections 438 (1) No. 2 and 634a (1) No. 2 BGB (buildings, building materials and components, as well as planning services for a building), and Sections 438 (3) and 634a (3) BGB (malice) shall remain unaffected. If the last contract in the supply chain relates to the purchase of consumer goods, as referred to in Section 474 BGB (i.e. where the goods are ultimately delivered to a consumer), the limitation periods specified in Section 445b BGB shall also remain unaffected.

(3) The limitation periods for claims due to material defects and defects in title, as described in paragraphs (1) and (2) above, shall apply accordingly to any competing contractual and non-contractual claims for damages held by the buyer based on a defect in the contractual goods. If, however, the application of the statutory limitation period would lead to a shorter limitation period for the competing claims in a specific case, the statutory limitation period shall apply to the competing claims. The statutory limitation periods stipulated in the ProdHaftG shall remain unaffected in each case.

(4) If the limitation period for any claims held against us is shortened in accordance with the provisions of paragraphs (1) to (3) above, the shorter limitation periods shall also apply to any claims held by the buyer against our legal representatives, employees, workers, agents and vicarious agents on the same legal basis.

Section 13: Rights of Withdrawal and Termination

(1) In the event of a breach of duty that does not relate to a defect, the buyer shall only be entitled to withdraw from the contract if we are responsible for the breach of duty.

(2) If the contract is for work and services or for the delivery of movable, non-fungible items, the buyer shall not have a free right of termination (Sections 651 and 649 BGB).

Section 14: Compliance

(1) The buyer shall be obliged to comply with the legal provisions that are relevant within the scope of the contractual relationship. This applies in particular to anti-corruption and money laundering laws, as well as antitrust, labour and environmental protection regulations.

(2) The buyer shall accept our Code of Ethics as the basis of our business relationship. When entering into the contract, the buyer shall be deemed to have accepted our Code of Ethics, which can be found at www.utsch.com.

(3) The buyer shall comply with the applicable export control regulations, laws and sanctions in the European Union (EU), the United States of America (USA) and other legal systems ("export control regulations").

(4) The buyer shall inform us in advance and provide all information (including final destination) that is necessary for us to comply with the relevant export control regulations, particularly if our products, technology, software, services or other goods are ordered for use in connection with
a) a country or territory, natural or legal person subject to restrictions or prohibitions under the export control regulations and sanctions applicable in the EU, USA or other legal systems; or
b) the design, development, production or use of military or nuclear goods, chemical or biological weapons, missiles, or space or aircraft applications and the associated delivery systems.

(5) We shall only be able to comply with our contractual obligations if the applicable export control regulations do not conflict with them. In such cases, we shall therefore be particularly entitled to refuse or withhold the fulfilment of the contract without any liability towards the buyer.

Section 15: Processing of Personal Data

(1) We shall process any personal data that we collect in the context of our deliveries, services and offers exclusively in accordance with the applicable data protection regulations. The information to be provided under Art. 13 and 14 of the General Data Protection Regulation (GDPR) is available here: www.utsch.com/Datenschutzrechtliche-Information. We may also provide this information in writing upon request.

(2) If any personal data is sent to us, the buyer shall be obliged to inform the relevant data subjects about our data processing in a timely manner in accordance with Art. 14 GDPR; we shall not inform the data subjects ourselves.

Section 16: Place of Jurisdiction, Applicable Law, Severability Clause

(1) If the buyer is a merchant, a legal person incorporated under public law or an investment fund incorporated under public law, Siegen shall be the place of jurisdiction for any disputes arising directly or indirectly from the contractual relationship; however, we shall also be entitled to take legal action against the buyer at the courts in its place of residence.

(2) The contractual relationship shall be subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

(3) If any provisions of these terms and condition of delivery or service or any provisions of other agreements prove to be ineffective, this shall have no bearing on the effectiveness of the remaining provisions or agreements.