

General Terms and Conditions of Sale and Delivery ("Terms and Conditions of Delivery")

**of
Eickhoff Antriebstechnik GmbH
(Last revised: November 6, 2023)**

§ 1

Scope of application, exclusion clause

- (1) These Terms and Conditions of Delivery apply to all business relationships with our customers if the customer is a trader (section 14 German Civil Code (*BGB*)), a merchant as defined in the German Commercial Code (*HGB*), a legal entity under public law or a special fund under public law. These Terms and Conditions of Delivery apply in particular to agreements for the sale and/or delivery of moveable assets, irrespective of whether we manufacture them or purchase them from distributors/suppliers and to services such as repairs ("**Services**").
- (2) Our Terms and Conditions of Delivery apply exclusively. Any terms and conditions of the customers which conflict with, differ from or supplement these Terms and Conditions of Delivery are hereby rejected and will not become an integral part of the agreement, unless we have expressly consented to their application.
- (3) Unless otherwise agreed, the version of our Terms and Conditions of Delivery that is valid at the time of the customer's order will also apply as a framework agreement (section 305 (3) German Civil Code (*BGB*)) to any subsequent agreements as defined in para. (1) with the same customer without us having to refer to our Terms and Conditions of Delivery again.

§ 2

Entering into agreements, content of the agreement and proof; written form; representation; no warranties, assumption of risk, vicarious agents

- (1) Our offers are non-binding and subject to change without notice unless they are expressly marked as binding, or they indicate a specific deadline by which the offer must be accepted.
- (2) The customer's order is a binding offer to enter into an agreement. Unless otherwise indicated in the customer's offer, we may accept it within ten (10) working days of receipt.
- (3) We will declare our acceptance by way of a written declaration (e.g., with our order confirmation). The content of the agreement is determined by the content of this declaration. Any statements or information from the customer after entering into the agreement which are of legal relevance (e.g., deadlines, warnings, complaints regarding defects, statements concerning rescission or reductions) are only valid if they comply with written form requirements.
- (4) Fax or email, in each case unsigned (text form) are also sufficient to fulfill the written form requirement. We reserve the right to require evidence to be provided in the event of doubts about the legitimacy of the person making the declaration on the part of the customer or about the binding nature of this declaration. This does not affect statutory written form requirements.
- (5) The written agreement including these Terms and Conditions of Delivery, which are an integral part of the written agreement, contains all the arrangements regarding the subject of the agreement in full. Any individual contractual arrangements will always take precedence over these Terms and Conditions of Delivery (section 305b German Civil Code (*BGB*)).
- (6) Apart from warranties and/or procurement risks expressly assumed as such in the agreement, no warranties and no risks are assumed. Our distributors/suppliers are not vicarious agents as defined in section 278 German Civil Code (*BGB*).

§ 3

Services

- (1) We provide Services within the scope of our technical and operational capabilities.
- (2) In the case of Services to be provided by us, no specific result is owed as a matter of principle. We therefore assume no responsibility for a specific result in connection with the provision of Services and are entitled to provide the Services through subcontractors. This does not apply in the event of a separate individual agreement in that regard.
- (3) If, in exceptional cases, acceptance has been agreed for our Services, the customer is required to accept the Services provided by us, including partial services, without undue delay and to declare acceptance or partial acceptance, provided that the results do not exhibit any defects that significantly impair their suitability or function.
- (4) If no complaint of significant defects is made within ten (10) calendar days after provision for acceptance or partial acceptance or if the customer makes use of the Services or partial services provided, acceptance (partial acceptance) will be deemed to have taken place.

§ 4

Reservation of rights; prohibition on reverse engineering, confidentiality

- (1) We reserve all title, copyright and property rights in all documents, materials and other items (essentially, our offers, catalogues, price lists, estimates, plans, drawings, illustrations, calculations, product specifications, manuals, samples, models and other physical and/or electronic documents or information) which we provide to the customer. Reverse engineering on all new gearboxes, service gearboxes and Services is prohibited. Unless expressly agreed otherwise, e.g., in the order, we do not grant the customer any rights of use in the know-how or industrial property rights created in the context of our products and Services.
- (2) The customer may not make the aforementioned items or their content available or disclose them to third parties or its own employees who are not involved, nor may it exploit, reproduce, or modify them. It must treat them as confidential and use them solely for the contractual purposes and must return them to us in full at our request and destroy/erase any copies (including electronic copies), provided it no longer needs them to comply with statutory retention obligations or to execute the agreement. At our request, confirmation must be provided stating that the items have been returned in full or destroyed/deleted and, where such confirmation is not provided, a written statement must be provided stating which items are still required and for what reasons.

§ 5

"EXW Incoterms (2020)" and other modalities of delivery; passage of risk; default in acceptance, cooperation; acceptance

- (1) Unless otherwise agreed, all our deliveries are "EXW Incoterms (2020)" (based on dispatch from the warehouse/plant from which we ship).
- (2) Notwithstanding para. (1) and only if expressly agreed, we will ship the products at the customer's cost to the place of destination stipulated by the customer (sales shipment). We are entitled to specify the type of delivery (including but not limited to the transportation company, shipping route and packaging) at our due discretion. If the customer would like insurance to be taken out, it must expressly say so. The risk of accidental loss and accidental deterioration of the products passes to the customer in the event of a sales shipment upon receipt by the customer of our notice of readiness for dispatch or, at the latest, upon handover of the products to the forwarding agent, carrier or other person designated to carry out the shipment. This also applies to part shipments.
- (3) If the customer is in default with acceptance, if it fails to cooperate as required or if our delivery or Service is delayed for other reasons for which the customer is responsible, we may claim compensation for any ensuing damage including additional expenditure (e.g., storage costs) which we incur.
- (4) Where acceptance is expressly agreed, (analogous to the meaning in contracts for work and services) section 640 (1), (2) sentence 1 and (3) German Civil Code (*BGB*) apply accordingly.

§ 6

Prices; due date; payment; right of retention and setoff; default with payment; interest after due date

- (1) The net prices we agreed to when we entered into the agreement in question plus statutory sales tax and any other fees or charges under public law will apply. These prices are quoted "EXW Incoterms (2020)".
- (2) If the agreed price is not expressly fixed (i.e., unchangeable) and our delivery and/or Service is agreed for a date later than twelve (12) months after entering into the agreement, we may require a corresponding percentage adjustment of the price by issuing a written declaration to the customer if the indices of the Federal Statistical Office of Germany applicable to our products or Services and the wage, energy and logistics costs have increased by more than two percent (2 %) since entering into the agreement. Any agreed percentage or fixed discounts remain unchanged. In all other respects, para. (1) applies.
- (3) (a) Our invoices are to be paid within thirty (30) calendar days after the products have been delivered or our Service has been provided and the invoice has been received. Delivery includes – if shipping of the products has been agreed – receipt by the customer of our notice of readiness for dispatch (we can send this notice with the invoice) or handover of the goods to the party responsible for transportation. If and to the extent that it has been agreed that the products must undergo acceptance or if we are required to assemble or provide a similar service (e.g., mounting, fitting, installation, commissioning, setup, calibration), the payment deadline pursuant to sentence 1 does not apply until these steps have also been completed.
(b) All payments must be made without deductions and in euros (EUR) by bank transfer to the account specified in our invoice. The date on which the payment is credited to our account determines whether the payment deadline has been met.

- (4) The customer is automatically in default when the deadline for payment expires. During the period of default, interest will accrue on the purchase price at the statutory default interest rate. The standard statutory default fee is payable on top. We reserve the right to assert further default damage and – in relation to merchants – to charge statutory interest after the due date (sections 352, 353 German Commercial Code (*HGB*)).
- (5) The customer is only entitled (a) to offset if its counterclaim either (aa) is undisputed by us, (bb) has been ruled final and absolute or (cc) is synallagmatic to our claim against which the customer is offsetting; (b) to assert a right of retention if its counterclaim either (aa) is undisputed by us, (bb) has been ruled final and absolute or (cc) is based on the same contractual relationship as our claim against which the customer is asserting its right of retention.

§ 7

Delivery deadlines; reservations for force majeure and delivery to us by our own suppliers; liability in the event of default or impossibility; contractual penalty; no transactions by a fixed date

- (1) The observance of agreed delivery and performance dates presupposes timely receipt of all documents to be provided by the customer and fulfillment of all other obligations by the customer.
- (2) A deadline for the supply of goods is also deemed to have been met – provided shipping has been agreed – if the customer has received our notice of readiness for dispatch by that date or we have handed over the products to the party responsible for transportation or could have handed them over in the event the party responsible for transportation does not appear at all or not in due time.
- (3) (a) Where performance is impossible or delayed, we are not liable to the extent that this is attributable in each case to force majeure or another occurrence that was unforeseeable when we entered into the agreement and for which we are not responsible (force majeure, including but not limited to any operational disruptions, fire, natural disasters, weather events, flooding, war, insurgency, terrorism, pandemics, epidemics, transportation delays, strikes, lawful lock-outs, shortages of staff, energy or raw materials, delays concerning necessary official permits, official/sovereign measures, cyber attacks). We are also not liable for disruptions or delays in performance caused by the war between Ukraine and the Russian Federation and its consequences; such disruptions or delays are also considered cases of force majeure. The customer is aware of the ongoing war and the uncertainty of further developments (including but not limited to shortages of raw materials and the possibility that this could have a negative impact on our performance).
- (b) Failure by one of our suppliers to deliver the correct products to us or to deliver on time will also constitute an occurrence of the type if we are not responsible for this occurrence and if, at the time we entered into the agreement with the customer, we had entered into a congruent substitute transaction with our respective supplier (i.e., we are to be supplied with a sufficient amount of the input/raw materials needed for our delivery). This also applies if we enter into such substitute transactions without undue delay after entering into the agreement with the customer.
- (c) If we become aware of an occurrence as defined in (a) or (b), we will inform the customer without undue delay. Our delivery and service deadlines are extended/adjusted automatically by the duration of the occurrence, plus reasonable startup time. If such occurrences make it substantially more difficult or impossible for us to perform the Services and are not only of temporary duration, we may rescind the agreement.
- (4) Delivery and service deadlines are extended automatically to a reasonable extent if the customer does not fulfill its contractual duties (including unwritten duties to cooperate) or obligations in good time.
- (5) This does not affect our statutory rights, particularly rights concerning exclusion of our duty to perform (e.g., because performance and/or subsequent performance is ultimately or temporarily impossible or cannot reasonably be expected of us) or rights regarding default on the part of the customer in respect of acceptance or performance.
- (6) If for whatever reason it becomes impossible for us to provide a delivery or Service, any liability for damages is limited as set out in § 11 below. There will be no transactions by a fixed date in absolute or relative terms, unless expressly agreed otherwise in writing.
- (7) If we default on a delivery or Service, the customer will be entitled to charge a contractual penalty amounting to zero-point-two percent (0.2 %) of the value of the delayed delivery or Service for each commenced week, but no more than three percent (3 %) of the net value of the delayed delivery or Service. The right of the customer to assert more extensive rights and claims, particularly more extensive damages, is excluded.

- (1) The reservation of title agreed upon herein serves as security for our receivables against the customer under the respective contractual relationship and additionally for all our other delivery and service receivables against the customer that exist at the time when it entered into the respective agreement, including outstanding balance receivables from current account (referred to collectively as "**Secured Receivables**").
- (2) Any products which we have delivered to the customer remain our property until all Secured Receivables have been paid in full. These products and/or the items with which they will be replaced in accordance with the provisions below, which are also covered by reservation of title, are referred to in the following as "**Reserved Goods**".
- (3) If the customer intends to transfer Reserved Goods to a location outside of Germany, it must (a) inform us of this intention immediately, (b) without undue delay and at its own expense determine and fulfill all local (including legal) requirements for the creation and retention of our title and (c) also inform us of this without undue delay in each case.
- (4) The customer will keep the Reserved Goods on our behalf free of charge. It will handle them carefully and insure them at its own cost against fire damage, water damage, theft and other loss or damage at replacement value.
- (5) The customer may not pledge Reserved Goods or transfer title in them as security or use them for sale-and-lease-back transactions. If an application is filed to open insolvency proceedings on the customer's assets and/or if third parties attempt to access the Reserved Goods (in particular by way of seizure), the customer must clearly point out without undue delay on every suitable occasion that we own the goods (e.g., in correspondence with creditors or bailiffs and upon their respective access to the customer's premises).
- (6) The customer has the right to use, process, alter, combine, mix and/or sell the Reserved Goods in the proper course of business as long as realization (para. 10)) has not occurred.
- (7) (a) If the Reserved Goods are processed or altered (section 950 German Civil Code (*BGB*)) by the customer, such processing or altering will be deemed as having been carried out for us as manufacturers, in our name and for our account. We will directly acquire sole ownership in the newly created item or – if processing or altering makes use of materials belonging to two or more owners – pro rata co-ownership in it commensurate with the ratio of the value of the Reserved Goods (gross invoice value) to the value of the other processed/altered materials at the time of processing/altering. The customer herewith transfers its future ownership or its co-ownership commensurate with the ratio set out above of the newly created item as security to cover the eventuality that we do not for some reason acquire ownership or co-ownership. We hereby accept this transfer.
- (b) If the Reserved Goods are combined (section 947 German Civil Code (*BGB*)) or mixed or mingled (section 948 German Civil Code (*BGB*)) with items which do not belong to us, we directly acquire pro rata co-ownership of the newly created item commensurate with the ratio of the value of the Reserved Goods (gross invoice value) to the value of the other combined, mixed or mingled items at the time when they were combined, mixed or mingled. If the Reserved Goods constitute the principal item, then we directly acquire sole ownership (section 947 (2) German Civil Code (*BGB*)). If one of the other items must be regarded as the principal item, to the extent that the principal item belongs to the customer, the customer herewith transfers to us pro rata co-ownership of the complete item commensurate with the ratio stated in (b) sentence 1. We hereby accept this transfer. The last two sentences of (a) apply accordingly to the circumstances in (b) sentence 1.
- (c) The customer will keep our sole ownership or co-ownership for us free of charge as it arose as described in the above provisions.
- (8) (a) The customer assigns its claims against its customers from remuneration from resale of Reserved Goods and those claims of the customer in respect of the Reserved Goods arising for any other legal reason against its customers or third parties (in particular claims from tortious acts and to insurance payments), in each case including any outstanding balance receivables from current account to us in full here and now as security; in the event that we have co-ownership of Reserved Goods, assignment refers to our pro rata co-ownership share. We hereby accept these assignments.
- (b) We hereby irrevocably authorize the customer to collect the claims assigned to us in its name and for its account on our behalf. This has no effect on our right to collect such claims ourselves. However, we will not collect such claims ourselves and will not revoke the customer's authorization to collect as long as the customer duly meets its payment obligations to us (in particular does not fall into default with payment), an application has not been filed for insolvency proceedings in respect of the customer's assets and the customer is not unable to perform (section 321 (1) sentence 1 German Civil Code (*BGB*)). If any of the three scenarios described above occurs, we may revoke the authorization to collect and demand that the customer informs us of the

claims assigned and the respective debtors, that it informs the debtors of the assignment (which we may also do at our discretion) and that it provides us with all documents and information/data needed or expedient to collect the claims.

(c) The prohibitions in para. (5) apply accordingly to the claims assigned to us.

- (9) If the customer requests this, we will release the Reserved Goods (or the items and claims with which they have been replaced) to the extent that their estimated value exceeds the amount of the secured claims by more than fifty percent (50 %). We are free to select which items to release.
- (10) If we rescind the agreement under statute (realization) because the customer has acted contrary to the agreement – in particular default with payment – we have the right to demand that the customer release the Reserved Goods. Such request for release automatically also constitutes our declaration of rescission if it has not already been declared; if we pledge Reserved Goods, this also constitutes declaration of rescission from the agreement. All transportation costs which arise in connection with our taking back the Reserved Goods will be borne by the customer. We may realize Reserved Goods which we have taken back. The proceeds from this realization less a reasonable amount for the costs of realization will be set off against the amounts owed to us by the customer.
- (11) The customer is aware that we are entitled to a contractor's lien on parts or provided parts sent to us for assembly or processing (collectively referred to as "**Provided Parts**") in accordance with section 647 German Civil Code (*BGB*), which will only expire upon payment of the secured claim or return of the (processed or assembled) Provided Parts.

§ 9

Warranty for defects, etc.

- (1) The statutory provisions apply to the customer's rights in the event of quality defects and defects in title (including incorrect delivery/insufficient quantities, errors in assembly or similar services or errors in instructions), subject to deviating or supplementary provisions in these Terms and Conditions of Delivery. In all cases, the statutory special provisions of supplier recourse remain unaffected, unless the defective products have been further processed by the customer or another trader, e.g., by being installed in another product, and only insofar as no other equivalent compensation has been agreed.
- (2) We warrant exclusively that the products and Services have the quality expressly agreed when we entered into the agreement and that the products and Services are suitable for the use expressly agreed upon in the agreement (e.g., as determined in the product specifications or in the product/service description). If requirements have been agreed with regard to a feature of the products or Services, this excludes other requirements relating to the feature, even if they would correspond to the objective requirements for the product or Service. Public statements, commendations or advertising by us do not constitute the contractual quality of the products or Services. We accept no liability for public statements made by third parties (e.g., advertising statements).
- (3) Our products and Services must only comply with the statutory requirements applicable in Germany. The customer is responsible for the suitability of the products and Services ordered and for their technical, structural and organizational conditions and purposes.
- (4) (a) Unless it has been expressly agreed that acceptance must take place, the customer must inspect the products delivered in accordance with sections 377, 381 (2) German Commercial Code (*HGB*) without undue delay after delivery to it or to the third party it designated and report any defects to us without undue delay. The provisions in this para. (4) also apply. Section 442 German Civil Code (*BGB*) remains unaffected.
- (b) Such notification must be in written/text form and, in the interest of time, must be made by email, fax or cloud-based means of communication. To be deemed "without undue delay" it must have been sent within five (5) working days of delivery (section 377 (1) German Commercial Code (*HGB*)) at the latest. In the event of a defect that could not be recognized during the inspection after delivery (section 377 (2) and (3) German Commercial Code (*HGB*)), the notice of defect must be sent within three (3) working days of discovery of the defect.
- (c) Inspection after delivery must not be limited to outward appearance and delivery documents. It must also adequately cover the quality and functionality. For products intended for fitting, installation or other forms of processing, the inspection must precede these steps; any further use or processing of the products in the event of detected defects is at the customer's risk and responsibility.
- (d) If the customer does not carry out a proper inspection or issue proper notice of defects, this will exclude any warranty obligation or liability which we may have in respect of the defect concerned. None of our statements, acts or omissions is to be deemed a waiver of the requirements and legal consequences under sections 377, 381 (2) German Commercial Code (*HGB*) and/or this subsection (4).

Acceptance without reservation despite the customer having knowledge of defects also results in loss of the claims for compensation referred to in sections 634 no. 4, 437 no. 3 German Civil Code (*BGB*). This does not apply where we warrant that the products or Services have specific attributes or where we fraudulently conceal a defect.

- (5) Acceptance without reservation despite the customer having knowledge of defects also results in loss of the claims for compensation referred to in sections 634 no. 4, 437 no. 3 German Civil Code (*BGB*). This does not apply where we warrant that the products or Services have specific attributes or where we fraudulently conceal a defect.
- (6) The customer must allow us the time required and give us the opportunity to review the complaints and provide subsequent performance. Products which are the subject of a complaint must be made available to us for inspection purposes or we must be given access to them, particularly in the case of Services.
- (7) We will bear or reimburse the expenses required for inspection and subsequent performance (in particular transportation, travel, labor and material costs and, if applicable, removal and fitting costs), unless deviating individual agreements on this matter have been reached, in accordance with the statutory provisions if there is actually a defect. Inspection and subsequent performance do not, however, include removal of the defective item or fitting of the defect-free item if our original obligations did not include fitting. If a customer complaint proves to be unjustified, we can demand reimbursement of our costs incurred due to the complaint (in particular, for inspection and transportation) unless the customer was not able to recognize the lack of justification.
- (8) If there is a defect, the customer has a duty to minimize the damage. Defective products must not be further processed, operated or used. Our liability is generally excluded for consequential damage following the discovery of defects due to further processing, operation or use.
- (9) In the event of a defect, we are entitled and obliged, at our discretion and within a reasonable period of time, to remedy the defect (rectification) or deliver a defect-free item (replacement delivery). The customer must return items which have been replaced in accordance with statutory provisions.
- (10) If subsequent performance is impossible or has failed, if the customer has set a reasonable deadline for subsequent performance and such deadline has expired without success or if there is no statutory obligation to set a subsequent deadline, the customer may decide either to rescind the agreement or reduce the purchase price. However, there is no right of rescission if the defect is insignificant.
- (11) Where we are unable to remedy defects in products which are made available to us by third parties (in particular, components) for license-related or actual reasons, we will either assert our warranty claims against such third parties for the account of the customer or assign them to the customer. We will only recognize warranty claims against us in the event of such defects if – in addition to the other requirements in these Terms and Conditions of Delivery – legal enforcement of the aforementioned claims against the third party was unsuccessful or (e.g., due to insolvency) is futile. While the claims are being asserted against the third party by us or the customer – even if only out of court – the limitation period will be suspended for the duration of such assertion in respect of the customer's warranty claims against us.
- (12) The customer can only rescind or terminate the agreement owing to a breach of duty that is not attributable to a defect if responsibility for the breach of duty lies with us; in all other respects the statutory provisions apply. The customer does not have a free right to terminate the agreement, (particularly in accordance with sections 650, 648 German Civil Code (*BGB*)).
- (13) Claims for damages only exist in accordance with § 11 below and are otherwise excluded.

§ 10

Warranty specifically for freedom from industrial property rights and copyrights of third parties

- (1) We warrant that the products and Services are free from industrial property rights and copyrights of third parties. Each party will inform the other without undue delay in writing if claims are asserted against it owing to the infringement of such rights.
- (2) Claims of the customer arising from infringement of third-party property rights or copyrights are excluded if the infringement is attributable to an instruction issued by the customer, a modification initiated by the customer or use of the products or Services by the customer in a manner which is inconsistent with the agreement.
- (3) If the products or Services infringe an industrial property right or copyright of a third party, we will, at our discretion and at our cost, modify or replace the products or Services so that the third-party rights are no longer infringed but the products or Services still satisfy the contractually agreed functions, or procure the right of use for the customer by entering into a license agreement. If

we do not manage to do this within a reasonable period, the customer may rescind the agreement or reduce the purchase price by a reasonable amount.

- (4) Claims for compensation are only possible subject to § 11 below.

§ 11 Liability for compensation

- (1) Unless otherwise set out in these Terms and Conditions of Delivery (including here in § 11), we are liable for a breach of contractual and non-contractual duties as provided for by statute.
- (2) We have unlimited liability – regardless of the legal reason – for compensation for losses based on willful or grossly negligent breach of duty on our part or by any of our legal representatives or vicarious agents.
- (3) In the event of a merely simple or slightly negligent (*einfach oder leicht fahrlässig*) breach of duty by us or one of our legal representatives or vicarious agents (subject to a milder level of liability pursuant to statute, e.g., for diligence in our own matters or for insignificant breaches of duty), we are only liable
 - a) without limitation for resultant losses arising from injury to life, limb or health;
 - b) for losses arising from a breach of material contractual obligations. Material contractual obligations are those obligations which are essential for proper performance of the agreement and on the fulfillment of which the customer regularly relies and is entitled to rely. In such cases, however, we will not be liable for indirect damages (loss of production, business interruption, loss of profit, etc.) and our liability will be limited to twenty-five percent (25 %) of the respective net order value.
- (4) The liability limitations pursuant to (3) do not apply if we have fraudulently concealed a defect, provided a guarantee of the condition or quality of the goods or Services reinforced by an offer of compensation (*schadensbewehrte Beschaffheitsgarantie*) or assumed a procurement risk. This also has no effect on any mandatory statutory liability, including without limitation under the German Product Liability Act (*ProdHaftG*).
- (5) If our liability is excluded or limited, this also applies to any personal liability of our bodies, statutory representatives, employees, staff and vicarious agents.
- (6) Subject to all further requirements concerning the customer's liability and our liability, the customer may only assert contractual penalties or liquidated damages owed by the customer to third parties in connection with Products delivered by us if it has been expressly agreed with us or if the customer pointed this risk out to us in writing before we entered into the agreement with the customer.

§ 12 Limitation period

- (1) The limitation period for all claims due to quality defects and defects of title, including non-contractual claims, is one (1) year from delivery of the product or provision of the Service. This does not apply, however, in the event of an intentional or grossly negligent breach of duty, for losses arising from injury to life, limb or health, in the event of fraudulent concealment of a defect and/or mandatory statutory liability; in these cases and those in para. (3) below, the respective statutory limitation period applies.
- (2) Delivery as defined in para. (1) means – if shipping has been agreed – the receipt of our notification of readiness for dispatch by the customer or the handover to the carrier. If acceptance by us has been agreed, the limitation period begins on our acceptance.
- (3) If the products are a building or an item which, in being used for its usual purpose, has been incorporated in a building and has caused the building to be defective (building material), the statutory limitation period will continue to apply. Further special statutory provisions on the statute of limitations also remain unaffected.

§ 13 Provided Parts; function in the overall system

- (1) Provided Parts will be sent to our plant "free domicile" and in appropriate packaging, accompanied by a consignment note and a delivery note. The dispatch note must be sent to us stating our order number.
- (2) The material used for the Provided Parts or the technical properties of the Provided Parts must be communicated to us in writing.
- (3) The Provided Parts must correspond to the agreed quality. If this requirement is not met, we are entitled to demand from the customer the costs for additional work and for prematurely worn or damaged tools and to withdraw from the agreement with the customer.
- (4) We may return defective or incorrectly pre-processed Provided Parts to the customer at the customer's expense.

- (5) The functionality of the products (i) in systematic combination with the Provided Parts, (ii) in systematic combination with other parts of the customer and (iii) with the overall system is not warranted. We accept no responsibility for the function and effects of the customer's Provided Parts or other parts on our products. Subject to separate agreements, we do not bear any system responsibility beyond our direct product.

§ 14 Risk management/IT security

The customer must maintain a risk management system that, among its functions, assesses cyber risks and encompasses precautions to reduce cyber risks. Our IT security must not be compromised in the event of a cyber attack.

§ 15 Duty to inform of measures under product safety law

If official measures are taken at or against the customer which affect products delivered by us (in particular measures under product safety law, such as an order for a recall or preliminary measures), or if the customer is considering such measures of its own (in particular a report to a market surveillance authority or a recall), it must inform us in writing without undue delay in each case. This also applies if the customer learns of such measures at or against its purchaser(s) which concern the products delivered by us.

§ 16 Place of performance

Unless otherwise agreed, the place of performance for our deliveries and Services is the warehouse/plant from which we deliver or perform. The place of performance for subsequent performance is also our warehouse/plant.

§ 17 Choice of law and place of jurisdiction

- (1) These Terms and Conditions of Delivery and the contractual relationship between us and the customer are governed exclusively by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) and other international uniform laws do not apply. Any claims of a non-contractual nature in connection with these Terms and Conditions of Delivery or the contractual relationship are governed exclusively by the law of the Federal Republic of Germany.
- (2) If the customer is a merchant as defined in the German Commercial Code (*HGB*), a legal entity under public law or a special fund under public law, or if it has no general place of jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes arising directly or indirectly from these Terms and Conditions of Delivery or the contractual relationship between us and the customer or in connection with it will be the location of our registered office in Bochum; this also applies internationally. The same applies if the customer is a trader (section 14 German Civil Code (*BGB*)). In all cases, we are entitled, at our discretion, to bring an action instead before the courts at the general (if applicable foreign) place of jurisdiction of the customer or at the place of performance (§ 16).
- (3) This provision has no effect on mandatory statutory provisions, in particular on exclusive places of jurisdiction.