

General terms and conditions of the Allmendinger Elektromechanik KG

§ 1 Definition, Scope of Application

(1) The following General Terms and Conditions (hereinafter referred to as "GTC") are an integral part of all contractual and pre-contractual relationships between the Customer and the company Allmendinger Elektromechanik KG (hereinafter referred to as Allmendinger). All deliveries, services and offers of Allmendinger are exclusively based on these General Terms and Conditions. These General Terms and Conditions apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of § 310 paragraph 1 of the German Civil Code (BGB). Any terms and conditions of the Customer that are contrary to or deviate from the Allmendinger Terms and Conditions of Sale shall only be recognized by us if we expressly agree to their validity in writing.

(2) These General Terms and Conditions shall also apply to all future business transactions with the Customer, insofar as these are legal transactions of a related nature.

§ 2 Offer and Conclusion of Contract

(1) Customer orders, which are to be considered as an offer according to § 145 BGB, can be accepted by us within two weeks.

(2) All offers made by Allmendinger are, unless otherwise agreed in writing, non-binding and subject to change.

(3) A contract is only concluded when Allmendinger has confirmed the order in writing. If the written confirmation differs from the order, this shall be deemed a new offer, which the Customer may accept within one week. The contract is then concluded on the basis of the new offer.

(4) A binding order is also concluded upon order/sending of goods to be repaired or exchanged, as is regularly the case in particular with Allmendinger's existing customers.

(5) Notwithstanding the provisions of § 2 Articles 3 and 4, Allmendinger has the right to refuse repair or exchange after having inspected the goods and declared them as not repairable.

(6) The lawfulness of the processing according to Art. 6, para. 1b DS-GVO is guaranteed.

§ 3 Documents provided and confidentiality

(1) Allmendinger reserves the property rights and copyrights to all documents provided to the Customer in connection with the placing of the order, such as calculations, drawings, etc.. These documents may not be made available to third parties unless Allmendinger gives the Customer its express written consent to do so. If Allmendinger does not accept the Customer's offer within the period of §2, these documents shall be returned to Allmendinger.

(2) The Client's obligation to maintain confidentiality and copyright protection also includes, without limitation, the obligation to take appropriate steps to ensure that the confidentiality obligation and copyright protection are also maintained by its employees. The customer acknowledges that in the event of a breach of confidentiality and copyright, he shall bear all legal risks and consequences himself.

§ 4 Prices and payment

(1) The prices shall apply to the scope of services and deliveries listed in the order confirmations/delivery bills. Additional or special services will be charged separately.

(2) Unless otherwise agreed in writing, Allmendinger's prices are ex works excluding packaging and plus value added tax at the applicable rate. Costs of packaging will be invoiced separately. In the case of export deliveries, additional customs costs, transport insurance and fees will be incurred.

(3) If the Customer wishes the performance to be carried out on site (service performance), additional costs will be incurred, which will be calculated according to Allmendinger's current service rates.

(4) The payment of the purchase/repair price has to be made exclusively free of charges and fees in Euro to the account mentioned overleaf. Payments shall be deemed to have been made only upon unconditional credit to one of Allmendinger's accounts.

(5) Unless otherwise agreed in writing, the purchase/repair price is payable net within 30 days after

delivery. In the case of foreign customers, payment in advance shall apply as a matter of principle. Interest on arrears shall be charged at a rate of 8% p.a. above the respective prime rate. Allmendinger reserves the right to claim higher damages for default.

(6) If, after the conclusion of the contract, Allmendinger becomes aware of circumstances which are likely to significantly reduce the creditworthiness of the Customer and which jeopardize the payment of outstanding Allmendinger claims by the Customer arising from the respective contractual relationship, Allmendinger is entitled to perform or render outstanding deliveries or services only against advance payment or the provision of security.

(7) In the case of projects and services in kind exceeding an order value of € 15,000, the following deviating terms of payment shall apply:

- 30% of the order value after placing the order
- 30% of the order value upon delivery
- 30% of the order value after installation
- 10% of the order value after final acceptance

(8) Prices shall be based on the rates for wages and salaries valid on the date of the offer as well as the current prices for materials and raw materials.

(9) Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries made 3 months or more after conclusion of the contract.

§5 Offsetting and rights of retention

The customer shall only have the right of set-off if his counterclaims have been legally established or are undisputed. The customer shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

§6 Cancellation

(1) If a purchased item is not required after receipt, it may be returned subject to Allmendinger's consent. For returned goods with opened packaging Allmendinger will charge a restocking fee of 10% of the sales price for used parts and 30% of the sales price for new parts, but at least 100,00 €.

(2) A return of goods or software ordered especially for the Customer is only possible if the pre-supplier is willing to take back the goods. The resulting costs will be charged to the customer.

(3) It is not possible to take back goods or software produced especially for the customer.

§7 Delivery time

(1) The delivery periods or delivery dates stated by Allmendinger refer to the time of handover to the forwarding agent, carrier or other third party entrusted with the order. They are to be regarded as approximate and are not binding unless expressly agreed otherwise in writing.

(2) Delivery periods or delivery dates shall be extended to a reasonable extent in the event of unforeseeable circumstances such as force majeure, strikes and lockouts as well as events that cannot be remedied at short notice such as operational disruptions of any kind, difficulties in the procurement of materials or energy, incorrect or untimely delivery by suppliers, transport delays, shortages of labor, energy or raw materials. This shall also apply if the aforementioned circumstances occur at one of Allmendinger's upstream suppliers. As soon as Allmendinger becomes aware of such circumstances, Allmendinger will endeavor to inform the Customer accordingly within a reasonable period of time.

(3) Delivery periods shall commence on the date of Allmendinger's order confirmation, but not before clarification of all details of execution and all other preconditions to be created by the Customer for the proper execution of the contract (order). The same applies to delivery dates.

(4) If the Customer is in default of acceptance or culpably violates other duties to cooperate, Allmendinger shall be entitled to claim compensation for the damage incurred by Allmendinger in this respect, including any additional expenses. Allmendinger reserves the right to assert further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the Customer at the time the Customer is in default of acceptance or debtor's delay.

(5) If Allmendinger is in default of delivery for reasons that are not due to an intentional breach of contract for which Allmendinger is responsible, Allmendinger's liability shall be limited to the

foreseeable, typically occurring damage, but not more than 1%, but not more than 10%, of the value of the delivery for each week of default within the scope of a lump-sum compensation for default.

(4) Further legal claims and rights of the Customer due to a delay in delivery remain unaffected.

§8 Exchange delivery

(1) An exchange delivery is the exchange of a defective component, which can be repaired, for a used, reconditioned component.

(2) If the Customer has opted for an exchange delivery, the Customer is obliged to send its defective component to Allmendinger at its own expense within 14 days after receipt of the functional component from Allmendinger and to transfer ownership of the defective component to Allmendinger. If the defective component is not received by Allmendinger within these 14 days or is not repairable, Allmendinger shall be entitled to charge the Customer the difference between the replacement price and the price of the refurbished component.

(3) If the Customer sends a predecessor device with a different type designation as an exchange, the difference in cost between the delivered device and the device sent in will be invoiced.

§9 Non-repairable assemblies or assemblies not approved for repair

(1) Assemblies that cannot be repaired or that have not been approved for repair by the Customer can be disposed of by Allmendinger free of charge at the Customer's request. If no response is received from the Customer within 6 weeks of sending a cost estimate regarding release, return or scrapping, Allmendinger will charge a handling fee of €95* and return the assembly to the Customer.

(2) The handling fee of 95 €* will also be charged for incorrect assemblies (not in the Allmendinger portfolio) or assemblies sent in without consultation, as well as in cases where a cost estimate has been preceded by an inspection of the assembly by Allmendinger.

*incl. free domicile, standard shipping up to 30kg

§10 Transfer of risk in case of shipment

(1) If the goods are shipped to the Customer at the Customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the Customer upon dispatch to the Customer, at the latest upon leaving the factory/warehouse. This applies regardless of whether the goods are shipped from the place of performance or who bears the freight costs.

§11 Retention of Title

(1) Allmendinger retains title to the delivered goods until full payment of all claims arising from the delivery contract. This also applies to all future deliveries, even if Allmendinger does not always expressly invoke this. Allmendinger is entitled to take back the object of sale if the Customer acts in breach of the contract.

(2) The Customer is obliged, as long as ownership has not yet passed to him, to treat the object of sale with care. In particular, he shall be obligated to sufficiently insure it at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work has to be carried out, the customer must carry this out in good time at his own expense. As long as ownership has not yet been transferred, the Customer must notify Allmendinger immediately in writing if the delivered item is seized or subject to other interventions by third parties. Insofar as the third party is not in a position to reimburse Allmendinger for the judicial and extrajudicial costs of an action pursuant to §771 ZPO, the Customer shall be liable for the loss incurred by Allmendinger.

(3) The Customer is entitled to resell the Reserved Goods in the normal course of business. The Customer hereby assigns to Allmendinger the Customer's claims arising from the resale of the Reserved Goods in the amount of the final invoice amount agreed with Allmendinger (including value added tax). This assignment shall apply irrespective of whether the purchased goods have been resold without or after processing. The Customer remains authorized to collect the claim even after the assignment. Allmendinger's right to collect the claim itself remains unaffected. However, Allmendinger will not collect the claim as long as the Customer meets its payment obligations from the collected proceeds, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have not been suspended.

(4) The processing or transformation of the object of sale by the Customer shall always be carried out in the name of and on behalf of Allmendinger. In this case the Customer's expectant right to the object of sale shall continue in the transformed object. If the object of sale is processed with other objects not belonging to Allmendinger, Allmendinger shall acquire co-ownership of the new object in proportion of the objective value of the object of sale to the other processed objects at the time of processing. The same shall apply in the event of mixing. If the mixing takes place in such a way that the Customer's item is to be regarded as the main item, it shall be deemed agreed that the Customer shall transfer proportionate co-ownership to Allmendinger and shall keep the sole ownership or co-ownership thus created in safe custody for Allmendinger. In order to secure Allmendinger's claims against the Customer, the Customer also assigns to Allmendinger such claims against a third party that accrue to the Customer as a result of the connection of the reserved goods with a piece of real estate; Allmendinger accepts this assignment already now.

(5) Allmendinger undertakes to release the securities to which it is entitled at the Customer's request, insofar as their value exceeds the claims to be secured by more than 20%.

§12 Warranty and notice of defects as well as recourse/manufacture recourse

(1) The Customer's warranty rights presuppose that the Customer has duly complied with its obligations to inspect the goods and give notice of defects in accordance with §377 of the German Commercial Code (HGB).

(2) Statutory warranty claims for defects expire 12 months after the goods delivered by Allmendinger have been delivered to the Customer. Allmendinger's consent must be obtained prior to any return of the goods.

(3) If, in spite of all due care, the delivered goods show a defect which was already present at the time of the transfer of risk, Allmendinger shall, at its discretion, either repair the goods or deliver replacement goods, subject to timely notification of defects. Allmendinger shall always be given the opportunity to remedy the defect within a reasonable period of time. Claims under a right of recourse shall remain unaffected by the above provision without restriction.

(4) If the subsequent performance fails or Allmendinger refuses to remedy the defect or to provide subsequent performance due to disproportionate costs or if the subsequent performance is unreasonable for the Customer, the Customer may, at its option, demand a reduction of the remuneration (abatement) or rescission of the contract (withdrawal) - without prejudice to any claims for damages.

(5) Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear as well as in the case of damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground or due to special external influences which are not assumed under the contract. If the Customer or third parties carry out improper maintenance work or modifications or repair attempts, or if the attached seal is damaged, there shall also be no claims for defects for these and the resulting consequences.

(6) If Allmendinger cannot remedy defects of components of other manufacturers for licensing or factual reasons, Allmendinger will, at its own discretion, assert its warranty claims against the manufacturer and supplier for the account of the Customer or assign them to the Customer.

(7) Claims by the Customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labor and material costs, are excluded if the expenses increase because the goods delivered by Allmendinger have subsequently been taken to a place other than the Customer's place of business, unless the transfer is in accordance with their intended use.

(8) The Customer's right of recourse against Allmendinger shall only exist to the extent that the Customer has not entered into any agreements with its customer exceeding the legally mandatory claims for defects. Furthermore, paragraph 7 applies accordingly to the scope of the Customer's right of recourse against Allmendinger.

(9) Unless otherwise stipulated in these Terms and Conditions or in mandatory statutory provisions, claims against Allmendinger and its vicarious agents and assistants for damages of any kind (including under §§ 823 et seq. of the German Civil Code) are excluded; this does not apply in the case of intentional or grossly negligent acts. The exclusion also includes, in particular, claims for culpa in contrahendo as well as consequential damages such as loss of production and limitation of production, loss of profit or other financial losses.

§13 Credit assessment

Our company regularly checks your creditworthiness when concluding contracts with new customers and, in certain cases where there is a legitimate interest, also with existing customers. For this purpose, we cooperate with Compagnie Française d'Assurance pour le Commerce Extérieur SA (Coface), branch in Germany, Isaac-Fulda-Allee 1, 55124 Mainz, from which we receive the data required for this purpose. For this purpose, we transmit your name and contact details to Coface. The information pursuant to Art. 14 of the EU General Data Protection Regulation on the data processing taking place at Coface can be found here: www.coface.de/Home/Allgemeine-Informationen/Datenschutz

§14 Miscellaneous

(1) This contract and all legal relations between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is Allmendinger's place of business, unless otherwise stated in the order confirmation.

(3) All agreements made between the parties for the purpose of executing a contract are to be recorded in writing in this contract. Amendments to the contract are likewise only permissible if made in writing.

(4) Should individual provisions of these GTC be or become invalid or contain a loophole, this shall not affect the remaining provisions. The parties undertake to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic purpose of the invalid provision or fills this gap.

Issue status 07/2023