

INSTALLATION AND DELIVERY TERMS OF VOLLERT ANLAGENBAU GMBH

1. APPLICATION

1. The following delivery and installation terms shall apply exclusively in the business operations of Vollert Anlagenbau GmbH with entrepreneurs and legal entities under public law (both hereinafter the "Buyer"). We do not accept Buyer's terms and conditions except if we have explicitly agreed to their application in writing.
2. Our delivery and installation terms shall also apply if we perform any deliveries to Buyer without reservation in spite of knowing that Buyer's terms and conditions are in conflict with or deviating from our delivery and installation terms.

2. OFFER DOCUMENTS

We reserve the property rights and copyrights in all illustrations, drawings, calculations, and other documents - also in electronic form. The transfer, provision, or disclosure to any third parties shall require our explicit written consent.

3. CONCLUSION OF CONTRACT

1. Our offers are subject to change and non-binding, unless explicitly marked as binding.
2. A contract with Buyer shall only be entered into by our written acceptance of Buyer's order, which is referred to as order confirmation.
3. If the order confirmation deviates from Buyer's order, the scope of the contractually owed services shall be conclusively determined by the written order confirmation together with its written annexes, unless Buyer objects to the content of the order confirmation at once after its receipt.
4. Documents and/or information provided by us, such as illustrations, drawings, weights, and dimensions, shall only be binding if explicitly listed as part of the contract or if explicitly referenced.

4. PRICES

1. The prices agreed for the delivery shall be fixed prices EXW Weinsberg works (Incoterms 2020), plus VAT at the respective statutory rate, packaging, and loading.
2. Furthermore, we reserve the right to adjust prices if our material costs or the costs for services for your order should increase by more than 5% from the time of the binding order placement until the time of the order execution. We will pass on the cost increase to you without surcharge at our cost price if the exemption limit of 5% is exceeded.
3. Installations, repairs, and other services shall be invoiced at the applicable rates in accordance with the time expenditure.
4. Travel and waiting times shall be considered working time.

5. PAYMENT

1. Except if otherwise agreed, Buyer shall make payments as follows:
 - a. 30% following receipt of the order confirmation,
 - b. 70% following notification of readiness for delivery
2. Payments shall be due upon receipt of the corresponding invoice. Buyer shall enter default 14 days after the invoice date without any need for a reminder from us.
3. Payments shall be made to one of our business accounts without any deductions.

6. DISPATCH, PACKAGING, TRANSFER OF RISK

1. Except if otherwise agreed, deliveries shall be made EXW Weinsberg (Incoterms 2020).
2. The goods shall be packed at Buyer's expense. If we have agreed to bear the packaging costs in an exception, we shall bear these only to the amount of the cost price of the material.
3. The risk concerning work performance shall pass to Buyer upon acceptance of the work.
4. If Buyer assumes any responsibility for transporting the item from the place of manufacture to the place of use in the case of work performance and if acceptance is to take place only after commissioning at the place of use, Buyer shall bear the risk for the duration of the transport.

7. DELIVERY TIME, DELIVERY DEFAULT, AND DEFAULT IN ACCEPTANCE

1. Commencement of or compliance with the stated delivery period shall require previous clarification of all commercial and technical issues.
2. Compliance with our delivery obligations shall further require that Buyer has met all obligations due to it - in particular all preparatory measures and services on site. If Buyer has not met its obligations, our performance period shall extend accordingly. We reserve the right to plead non-performance of the contract.
3. Compliance with the delivery deadline shall be subject to correct and timely delivery to us. We shall inform Buyer at once if any delays become apparent.
4. The performance period shall be extended accordingly if non-compliance with the delivery period is due to force majeure, industrial disputes, pandemics, epidemics, or other events outside of our control. This shall also apply if we have already entered default with performance of the service.
5. Furthermore, we shall be liable for paying an amount of 0.5% of the delivery value per completed calendar week of default in the scope of flat-rate compensation for default, up to a total of 5% of the delivery value, in case of delivery default, as far as we are at fault for it. Any further liability due to delay in delivery shall be excluded.
6. We reserve the right to otherwise dispose of the delivery object after fruitless expiration of a previously set reasonable grace period if Buyer has entered default of acceptance. Buyer shall receive an object of the same type and quality within a reasonable extended period.

8. ACCEPTANCE

1. Buyer shall be obligated to accept the work produced in accordance with the contract.
2. Refusal of acceptance or reservations due to a defect must be asserted in writing without undue delay, including a statement and description of the claimed defect.
3. Any work produced in accordance with the contract shall be deemed accepted by Buyer 14 days after notification of completion and request for acceptance by us, except if Buyer reports any essential defects in writing during this period. There shall be no requirement for setting any further deadline.
4. Use or commissioning of the delivery object by Buyer shall be deemed acceptance.

9. RETENTION OF TITLE

1. We retain title in the delivered goods (goods subject to retention of title) until all claims we are due against Buyer now or in future have been met, including any balance claims from the current account. If Buyer acts in breach of contract - in particular if it enters default of payment of a claim for payment - we shall have the right to take back the goods subject to retention of title following the setting of a reasonable grace period for performance. Buyer shall bear the transport costs incurred for the return. Taking back the goods subject to retention of title by us shall constitute withdrawal from the contract. It shall also constitute withdrawal from the contract if we seize the goods subject to retention of title. We have the right to dispose of any goods subject to retention of title after taking them back. The proceeds of the utilization shall be set off against the amounts owed to us by Buyer after deducting a reasonable amount for the costs of the utilization.
2. The buyers shall treat the goods subject to retention of title with care. It shall insure them against damage by fire, water, and theft at their replacement value at its own expense. If any maintenance and inspection work become necessary, Buyer shall perform them in time at its own expense.
3. Buyer may use the goods subject to retention of title and resell them in its ordinary course of business while it has not entered default of payment. However, it must not pledge the goods subject to retention of title or assign them by way of collateral. Buyer hereby assigns all of Buyer's claims for payment against its customers from resale of the goods subject to retention of title as well as claims of Buyer concerning the goods subject to retention of title against its customers or any third parties that arise for any other legal reason (in particular any claims from tort and claims for insurance benefits), including all balance claims from the current account, to us in full by way of collateral. We accept this assignment.
4. Buyer may collect the claims assigned to us for its account in its own name as long as we do not revoke this authorization. Our right to collect these claims ourselves shall not be affected by this; however, we shall not assert the claims ourselves and shall not revoke the direct debit authorization while Buyer duly meets its payment obligations.
5. However, if Buyer violates the contract - in particular if it defaults on payment of a claim to compensation - we may demand that Buyer informs us of the assigned claims and the respective debtors, notify the respective debtors of the assignment, and hand all documents over to us as well as provide us with all information we require to assert the claims.
6. Buyer also must not assign these claims in order to have them collected by way of factoring, except if it irrevocably obligates the factor to pay the compensation to us directly while we retain any claims against Buyer.
7. Any processing or transformation of the goods subject to retention of title by Buyer shall always be performed on our behalf. If the goods subject to retention of title are processed with any other items that do not belong to us, we shall acquire joint title in the new item at the ratio of the value of the goods subject to retention of title (final invoiced amount, including VAT) to the other processed items at the time of processing. Any new item created by processing shall be subject to the same provisions as the goods subject to retention of title.
8. If the goods subject to retention of title are inseparably combined or mixed with any other items that do not belong to us, we shall acquire joint title of the new item in the ratio of the value of the goods subject to retention of title (final invoiced

amount, including VAT) to the other combined or mixed items at the time of combination or mixing. If the goods subject to retention of title are combined or mixed in such a way that Buyer's item is to be regarded as the main item, Customer and we hereby agree that Buyer shall transfer prorated joint title in that item to us. We accept this transfer.

9. Buyer shall hold the resulting sole title or joint title in an item in custody for us.
10. In case of seizure of the goods subject to retention of title by any third parties or in case of any other interventions by third parties, Buyer must disclose our title and must inform us in writing without undue delay so that we can enforce our title. Buyer shall be liable for the judicial or extrajudicial costs incurred by us in this connection if the third party is unable to reimburse.
11. Upon Buyer's request, we shall be obligated to release our collateral to the extent that its realizable value exceeds the value of our outstanding claims against Buyer by more than 10%. However, we shall have the right to choose the collateral to be released.

10. LIABILITY FOR DEFECTS

1. Buyer's claims for defects shall require that Buyer has properly met its legal obligations to inspect the goods and to give notice of defects. The delivered objects shall be carefully inspected without undue delay after delivery to Buyer or to the third party designated by it. They shall be deemed approved by Buyer concerning any obvious defects or other defects that would have been recognizable within the scope of careful examination without undue delay if we do not receive a written notification of defects within (seven) working days of delivery. Concerning any other defects, the delivery objects shall be deemed approved by Buyer if we do not receive any notice of defects within (seven) working days after the time at which the defect became apparent; however, if the defect was apparent at an earlier point already during regular use, that earlier point shall be decisive for commencement of the period for giving notice of defect. A rejected delivery object shall be returned to us carriage paid at our request. If the notice of defect is justified, we shall reimburse the costs of the most favorable shipping route; this shall not apply to any increase of costs because the delivery object is located at a place other than the place of intended use.
2. As far as there is a defect of material in the delivered objects, we shall have the right to subsequent performance within a reasonable period of time, at our discretion in the form of rectification of the defect or delivery of a new item free of defects. In case of rectification of the defect, we shall be obligated to bear any expenses necessary for the purpose of removing the defect, in particular transport, travel, labor, and material costs, as far as these are not increased because the purchased item has been moved to any location other than the place of performance.
3. Buyer shall grant us the reasonable time and opportunity required for subsequent performance. We shall not be liable for any resulting damage if Buyer does not comply with this obligation.
4. Buyer may claim damages under the terms set out in item 11 if a defect is due to our fault.
5. Buyer shall have the right to withdraw from the contract within the scope of the statutory provisions if we let a reasonable grace period set for us to remedy the defect expire fruitlessly - under consideration of the statutory exceptions. However, if there is only an insignificant defect that only insignificantly impairs usability of the delivery object, Buyer shall only be due a reasonable reduction of the contractual price.
6. The warranty shall not apply if Buyer modifies the delivery object or has it modified by a third party without our consent and this makes it impossible or unreasonably difficult to remedy the defect. Buyer shall bear any additional costs of remedying the defect resulting from the change in any case.

11. LIABILITY

As far as we have not entered into any deviating agreement with Buyer in an individual contract, we shall be liable in accordance with the following provisions:

1. Buyer's claims for damages shall be excluded. Buyer's claims for damages due to injury to life, limb, or health or from breach of essential contractual obligations (cardinal obligations) as well as liability for any other damage based on an intentional or grossly negligent breach of obligations by us, our legal representatives, or vicarious agents shall be excluded from this. Essential contractual obligations shall be such obligations that must be met to achieve the objective of the contract.
2. If any essential contractual obligation is breached, we shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, except if Buyer's claims for damages are based on injury to life, limb, or health.
3. The limitations of paragraphs 1 and 2 shall also apply in favor of our legal representatives and vicarious agents if any claims are asserted directly against them.
4. The limitations of liability from paragraphs 1 and 2 shall not apply as far as we have fraudulently concealed the defect or assumed a guarantee for the quality of the item. This shall apply accordingly as far as we have entered into an agreement with Buyer on the quality of the item. The provisions of the Product Liability Act (*Produkthaftungsgesetz*) shall not be affected.

12. LIMITATION

1. Buyer's claims for defects are subject to a period of limitation of 12 months from delivery or - as far as acceptance is required - from acceptance, but no more than 15 months after notification of readiness for dispatch. This shall also apply to the limitation of claims under a right of recourse in the supply chain in accordance with § 445b (1) of the German Civil Code (*Bürgerliches Gesetzbuch; BGB*), as long as the last contract in this supply chain is not a purchase of consumer goods. Suspension of expiration from § 445b (2) BGB shall not be affected.
2. Buyer's claims for defects due to defects in a building or a work with the objective of provision of planning or supervision services for buildings, shall be subject to a limitation period of 5 years after acceptance.
3. The statutory limitation provisions shall apply if there is any injury to life, limb, or health, grossly negligent conduct on the part of bodies or senior employees, intentional or fraudulent conduct, culpable breach of essential contractual obligations, or guarantees.
4. Any other claims of Buyer - no matter the legal basis - shall be subject to a period of limitation of 12 months after the transfer of risk.

13. CLAIMS UNDER INSURANCE CONTRACTS

As far as we have any direct claims against Buyer's insurer concerning the delivery object as a co-insured party, Buyer hereby consents to our assertion of such claims.

14. SOFTWARE

1. Software products of other suppliers included in the scope of delivery shall be subject to their terms and conditions. If they are not available to it, we shall send it to Buyer upon request.
2. The following items 14.3. to 14.5. of these delivery and installation terms shall apply in addition to the software provider's terms and conditions.

3. Buyer receives a simple, non-exclusive right of use to our software products and the associated documentation without limitation in time. Buyer shall not have the right to grant any sublicenses.
4. We shall not be obligated to provide the source code on which the software product is based.
5. Buyer must only process our software products as far as this is permitted by law; it must neither remove manufacturer's details - in particular any copyright notices - nor alter or remove them without our prior written consent.

15. INSTALLATION, REPAIRS, AND OTHER SERVICES

The following shall apply to installation, repairs, and other services additionally:

1. Buyer shall inform our personnel about any existing safety regulations and dangers at its own expense; it shall take all measures required for protection of persons and property at the workplace.
2. Buyer shall support our personnel in execution of the work as far as this is necessary; it shall render any required assistance, such as preparation of the construction site, provision of tools and lifting equipment, provision of water and electricity, etc., at its own expense.
3. Buyer shall be obligated to take all preparatory measures to ensure that our work can commence at once after our personnel arrives and that it can be performed without delay until acceptance.
4. If Buyer does not comply with its obligations, we shall have the right - upon prior notification - but not the obligation to perform the measures due to Buyer in its place and at its expense.
5. If any service cannot be rendered for reasons that are not due to our fault, any services already rendered by us as well as any expenses incurred shall be compensated by Buyer.
6. Only repair deadlines confirmed by us in writing shall be binding.

16. MISCELLANEOUS

1. We store personal data in compliance with the statutory provisions.
2. Deviations from and amendments to these delivery and installation terms shall require written form. This shall also apply to the requirement of written form itself. Written form may be replaced by fax, but not by email.
3. The assertion of a right of retention against our claim and offsetting against any counterclaims shall only be permitted if the counterclaims underlying the right of retention or the counterclaims to be offset are undisputed or have been established as final.

17. PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE LAW

1. The place of performance shall be Weinsberg.
2. Heilbronn is agreed as the place of jurisdiction if Buyer is a merchant. However, we shall also have the right to raise a claim at Buyer's place of jurisdiction.
3. The law of the Federal Republic of Germany shall apply. Any conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.