

General Terms and Conditions

General Terms and conditions of mechatron GmbH (Status 08.11.2023)

1. Scope of application

The following terms and conditions of delivery and payment govern the legal relationship between us and our customers. Deviating conditions of the customer which we do not expressly recognize in writing are not binding for us, even if we do not expressly object to them. Other agreements, amendments and subsidiary agreements require our written confirmation.

2. Offer and order confirmation

Our offers are subject to change. The scope of our obligation to perform shall be determined solely by our written order confirmation.

Our documents on which the offer or order confirmation is based, such as illustrations, drawings, dimensions and weights, are generally only to be understood as approximate values, unless they are expressly designated as binding.

3. Copyright and retention of title to drawings etc.

We reserve title to drawings, sketches, cost estimates and other documents enclosed with our offers and order confirmations. The customer may only use them for the agreed purpose and may not reproduce them or make them accessible to third parties without our consent. Upon request, these documents themselves and all copies thereof must be returned to us.

4. Prices and terms of payment

The prices quoted by us are ex works 64319 Pfungstadt plus VAT at the statutory rate applicable at the time of delivery, excluding packaging. Packaging shall be charged at our discretion. All orders are based on the prices and discount rates applicable at the time of delivery. Invoicing shall be in euros. In principle, deliveries are only made against advance payment. Deliveries against invoice must be expressly agreed. The conditions agreed in the order confirmation shall apply. Payments shall only be deemed to have been made on the day on which the seller can dispose of the invoice amount without loss. In the event of overdue payment, default interest of 5% above the key interest rate of the European Central Bank shall be payable, subject to the assertion of further damages. All our claims shall become due immediately if a payment deadline is not met or if the purchaser breaches other contractual agreements or if we become aware of circumstances which are likely to reduce the creditworthiness of the purchaser. Furthermore, in such a case we shall be entitled to carry out outstanding deliveries only against advance payment or provision of security and, after setting a reasonable grace period, to withdraw from the contract or to claim damages for non-performance. We may also prohibit the resale of the goods delivered under retention of title, demand their return or the transfer of indirect possession at the expense of the buyer and revoke a collection authorization. The above-mentioned discounts shall not be granted if the Buyer is in arrears with the payment of earlier deliveries. A right to refuse performance on the part of the buyer is excluded in business transactions with merchants. The buyer shall not be entitled to a right of retention. This shall not apply in business transactions with non-merchants if the counterclaim arises from the same contract. Offsetting by the buyer is only permissible if his counterclaims are expressly declared to be undisputed or have been legally established. We are not obliged to accept bills of exchange.

5. Retention of title

All goods delivered shall remain our property (reserved goods) until all our claims have been settled, even if payments are made for specially designated claims. The buyer undertakes to sell the goods

subject to retention of title only in the ordinary course of business, at his normal terms and conditions and if he is not in default.

He shall only be entitled to resell the reserved goods subject to the proviso that the claim arising from the resale is transferred to us in accordance with the following paragraphs. He is not entitled to dispose of the reserved goods in any other way. The purchaser hereby assigns to us his claims from the resale of goods subject to retention of title, regardless of whether the goods subject to retention of title are sold to one or more customers. The buyer is entitled to collect the assigned claims from the resale until we revoke this right, which is possible at any time. We shall only make use of our right of revocation in the cases mentioned under point 4. As far as our claims are due, the buyer is obliged to transfer the collected amounts to us immediately. The buyer is not entitled to assign the claims under any circumstances. At our request, the buyer is obliged - unless we inform his customer ourselves - to inform the customer of the assignment to us immediately and to provide us with proof of the notification, as well as to send us the information and documents necessary for the collection of the assigned claims with this notification. The buyer is obliged to inform us immediately of any seizure or other impairment by third parties. If the buyer fails to meet a payment deadline or breaches other contractual agreements or if we become aware of circumstances that are likely to reduce the buyer's creditworthiness, we shall be entitled to prohibit the resale of goods subject to retention of title, demand their return or the granting of indirect possession to us at the buyer's expense, revoke the collection authorization and/or demand payment of amounts collected from the buyer, or if the goods have already been resold but have not yet been paid for in full or in part, demand payment directly from the buyer's customer. We shall be entitled to demand the return of the items in our ownership if we become aware of circumstances which make the fulfillment of our claim by the buyer appear to be at risk. A right of retention can only be asserted against this claim for return within the framework of the provisions set out above under point 4. The buyer hereby declares his consent that the persons commissioned by us to collect the goods may enter and drive onto the premises on which the goods are located for this purpose.

In the event of seizure, confiscation or other dispositions or interventions by third parties, the purchaser must inform the supplier immediately. In the event of culpable breach of essential contractual obligations by the purchaser, in particular in the event of default in payment, the supplier shall be entitled to take back the goods after issuing a reminder and the purchaser shall be obliged to surrender them. The taking back or assertion of the retention of title or the seizure of the reserved goods by the supplier shall not constitute a withdrawal from the contract unless the Supplier has expressly declared this.

6. Shipment and delivery

When shipping the goods, we may select the means of transportation and the shipping route to the exclusion of any liability. This exclusion shall not apply if, in business transactions with merchants, one of our executives or, in business transactions with non-merchants, one of our employees has acted with at least gross negligence. All risk shall pass to the buyer upon handover to the forwarding agent, carrier or customer as collector, but at the latest when the goods leave the factory or warehouse. Unless we have received a prohibition from the customer, we shall take out transport insurance for all shipments. The minimum order value for shipping deliveries is 25 EURO (excluding VAT). In the case of small deliveries for orders below the minimum order value, pro rata handling costs of EUR 10 (excluding VAT) will be charged in addition to packaging and shipping costs.

Orders for custom-made products as well as orders in quantities and dimensions that are not part of our catalog must be placed in writing. As a rule, an agreed advance payment of at least 40% of the order value must be made before we start the production of designs, drawings, etc. If custom-made products are ordered in larger quantities, we may exceed or fall short of the delivery by a reasonable number of units (usually $\pm 10\%$). Shipping packaging is always charged at cost price.

7. Delivery time

The delivery period shall commence on the date of our order confirmation, but not before all details of execution have been fully clarified. The agreed delivery period shall be extended - without prejudice to our rights arising from the Buyer's default - by the period by which the Buyer is in default with its obligations arising from this or another contract. This shall apply correspondingly if a delivery date has been agreed. If we ourselves are in default, the buyer must set us a reasonable grace period. After expiry of this grace period, he may withdraw from the contract if the goods have not been reported to him as ready for dispatch by this time. Claims for damages arising from non-compliance with delivery deadlines or dates are excluded. This exclusion shall not apply if, in business transactions with merchants, one of our executives or, in business transactions with non-merchants, one of our employees is responsible for the delay due to gross negligence. Events of force majeure shall entitle us to postpone the delivery for the duration of the hindrance and a reasonable start-up period or to withdraw from the contract due to the part not yet fulfilled. Force majeure shall be deemed to include strikes, lockouts and other circumstances which make delivery significantly more difficult or otherwise impossible for us, irrespective of whether they occur at our premises or those of a subcontractor. The buyer may demand a declaration from us as to whether we wish to withdraw from the contract or deliver within a reasonable period of time. If we do not make a declaration, the buyer may withdraw from the contract. Delivery dates shall be deemed to have been met if they leave our works on time. Partial deliveries are permissible.

8. Impossibility, contract adjustment

In case of impossibility, contract adjustment, the following shall apply if the contractual partner is a merchant:

If the delivery or service incumbent upon the supplier or the purchaser becomes impossible, the general principles of law shall apply with the following proviso: If the impossibility is due to the supplier's fault, the purchaser shall be entitled to claim damages. However, the purchaser's claim for damages shall be limited to 10% of that part of the delivery or service which cannot be put to the intended use due to the impossibility. Claims for damages by the customer that exceed the aforementioned limit of 10% are excluded. This shall not apply if liability is mandatory in cases of intent or gross negligence. The right of the customer to withdraw from the contract remains unaffected.

9. Transfer of risk

The risk shall pass to the customer as follows, even in the case of carriage paid delivery:

- a) For deliveries without installation or assembly, when they have been dispatched or collected. At the request and expense of the purchaser, the supplier shall insure deliveries against the usual transportation risks. However, this must be explicitly agreed in writing when the order is placed. Without this agreement, shipments organized by us shall always be made without transport risk insurance.
- b) In the case of delivery with installation or assembly on the day of acceptance at the customer's own premises or, if agreed, after a faultless trial run. If dispatch, delivery, the start or performance of installation or assembly, acceptance at the customer's own premises or the trial run is delayed for reasons for which the customer is responsible or if the customer is in default of acceptance for other reasons, the risk shall pass to the customer.

10. Acceptance

Deliveries must be accepted by the customer, even if they have insignificant defects.



11. Warranty

In contractual relationships with non-merchants (end users), we guarantee that our products are free of defects for a period of two years from delivery. In contractual relationships with registered traders (between companies), we guarantee that our products are free of defects for a period of one year or 2000 operating hours. The buyer must notify us in writing of any defects within 10 days of receipt of the goods at the place of destination. In business transactions with non-merchants, this shall only apply as far as obvious defects are concerned. Complaints will only be considered if the goods are still in the condition in which they were delivered. We will take back goods recognized by us as defective and deliver faultless goods in their place. Instead, we can also replace the reduced value. Should a repair or replacement delivery fail, non-merchants have the right to choose between a reduction in payment or rescission of the contract. Further claims, including claims for consequential damages of the buyer, are excluded, unless they are based on the defect of a warranted characteristic. The purchaser shall grant the supplier the time and opportunity required at its reasonable discretion to remedy the defect. If he refuses to do so, the supplier shall be released from the defect. A return of the rejected goods is only permissible with our consent. The freight costs are to be submitted by the buyer. Reimbursement shall only take place in the event of a justified complaint. If the customer arranges for an inspection of goods delivered by us and indicates a defect for which we would be liable, we shall charge a processing fee for each device inspected if it turns out that there is no defect.

Our liability, regardless of the legal grounds, is limited to intent and gross negligence. We provide technical application advice to the best of our knowledge. However, all details and information on the suitability and application of our goods are non-binding and do not exempt the purchaser from carrying out his own tests and trials. The buyer is responsible for observing legal and official regulations when using the goods. We shall only be liable for the suitability of the goods for specific purposes if this has been expressly warranted in writing. Returns must be made in the original packaging or equivalent packaging.

12. Special conditions for processing contracts (completion, reconditioning, reworking or restoration) of spindles, tools and other products

The processor assumes no liability for the behavior of the material sent to him. His claim to remuneration shall remain unaffected. If the material becomes unusable during processing through the fault of the customer, the customer's claim for remuneration and any claim for damages on the part of the customer shall lapse. The processor/supplier is obliged to repair the goods delivered by him either himself or through third parties. The customer must place orders in writing. The customer must ensure that orders, in particular repair orders from his company, are only placed by authorized persons with the right to sign. If persons from the purchaser's company who are not authorized to do so place orders with the supplier and the order is then declared invalid by the purchaser, the purchaser shall indemnify the supplier and, if the supplier has already incurred expenses in fulfilling the order, compensate the supplier. If the Customer wishes to obtain a cost estimate before carrying out repairs, alterations or the like, it must expressly request the cost estimate in writing on its repair order. If the customer does not request a cost estimate, repairs in particular shall be carried out and invoiced on a time and material basis. The Purchaser shall pay a processing fee for cost estimates, the amount of which shall be determined by the Supplier. If the Purchaser demands the return of a delivery item unrepaid or unprocessed after the Supplier has submitted a cost estimate, the Supplier shall charge an expense allowance for the cost estimate, disassembly of the delivery item, if necessary, as well as processing costs and postage plus statutory VAT upon return of the delivery item. In the absence of a special agreement, the amount will be demanded in cash on return of the goods by the supplier upon receipt of the goods - by means of the carrier. If the customer decides not to have a delivery item repaired or processed as offered, he has the option of having the delivery item transferred to the ownership of the supplier. In the absence of a special agreement, no costs would then be incurred by the customer. The delivery item shall become the property of the supplier if the customer does not wish to have the requested work carried out and expressly waives the return of the delivery item. The warranty period for all work services and for installed material is 6 months from the transfer of risk. The purchaser shall

grant the supplier the necessary time and opportunity to rectify the defect at its reasonable discretion. In particular, the purchaser shall ensure that the defective item is made available to the supplier for inspection and rectification. Replaced parts shall become the property of the supplier. If, in the course of a warranty claim by the purchaser, it turns out that the fault complained of is due to a technical cause other than that which was present at the time of the original repair, this shall not constitute a case of warranty. The costs incurred and to be documented by the supplier will therefore be charged to the customer. Faults caused by damage, incorrect connection or incorrect operation by the customer or third parties are excluded from any warranty. Damage caused by force majeure, e.g., lightning strike, defects due to wear and tear, overloading of mechanical and electromechanical parts, improper use or defects due to soiling, damage due to extraordinary mechanical, chemical or atmospheric influences.

The warranty claim shall lapse if changes are made to the supplier's services without the supplier's consent. The customer must notify the supplier in writing of obvious defects in the supplier's performance without delay, at the latest 10 days after they become apparent upon acceptance or commissioning; otherwise the supplier shall be released from liability for defects. The supplier shall be liable for damage to and loss of the item as far as he or his vicarious agents are at fault. In the event of damage, he is obliged to repair the delivery item free of charge. If this is impossible or involves disproportionately excessive costs, the replacement value on the day of the damage shall be reimbursed. Any further claims, in particular claims for damages by the Purchaser or third parties, are excluded, unless the Supplier has acted with intent or gross negligence.

13. Other liability

Claims for damages by the customer, irrespective of the legal grounds, in particular from positive breach of contract, from breach of obligations during contract negotiations and from tort, are excluded. This shall not apply if, for example, liability is mandatory under the Product Liability Act or in cases of intent, gross negligence, the absence of warranted characteristics or the breach of material contractual obligations. Compensation for the breach of essential contractual obligations is, however, limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

14. Other repairs

If a cost estimate is requested before repairs are carried out, this must be expressly stated. Costs for shipping and packaging shall be borne by the buyer. The invoice amount for repairs is to be paid immediately without any deductions. Repairs, including those under warranty, shall always be carried out in our factory, unless otherwise agreed in writing.

15. Returns

Returns of delivered goods are only possible after consultation and agreement, with appropriate deductions. Custom-made products and software are generally excluded from return! A copy of the delivery note or invoice must be enclosed with all returns. The costs of the return shipment shall be borne by the buyer or are to be made "free domicile".

16. Installation

Unless otherwise agreed in writing, assembly work shall be remunerated. The assembly costs include in particular travel expenses, daily allowance and the usual rates for working time and surcharges for overtime, night work, work on Sundays and public holidays, for work under difficult circumstances and for planning and supervision. The costs for preparation, travel, waiting and travel time shall be invoiced separately. If the installation or commissioning is delayed through no fault of our own, the customer shall bear all costs for the waiting time and for any further travel required.

The customer shall provide the necessary auxiliary personnel and the required number of tools at its own expense. Furthermore, the customer shall provide sufficiently large, suitable, dry and lockable

rooms for the storage of machine parts, equipment, materials, tools etc. To protect our property and the assembly personnel, he shall take the same measures that he would take to protect his own property. If the nature of the customer's business requires special protective clothing and protective devices for the assembly personnel, the customer shall also provide these.

Our assembly personnel and their vicarious agents are not authorized to carry out work that is not carried out in fulfillment of our obligation to deliver and install or assemble the delivery item or that is initiated by the customer or a third party without consultation with us. We shall not be liable for such work that is not attributable to our area of responsibility.

17. Data protection

All data required for processing the business relationship shall be stored and processed by the seller in compliance with the German Federal Data Protection Act.

18. Place of jurisdiction

If the purchaser is a registered trader, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the supplier's head office or branch office or shall be determined at the supplier's discretion.

The contractual relationship shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19. Final provisions

German law shall also apply exclusively to deliveries abroad. The UN Convention on Contracts for the International Sale of Goods shall not apply.

If our goods are exported by our customers to territories outside the Federal Republic of Germany, we accept no liability if our products infringe the industrial property rights of third parties. The buyer shall be obliged to compensate us for any damage caused by the export of goods which we have not expressly supplied for export. Should any provisions of these General Terms and Conditions prove to be invalid, this shall not affect the validity of the remaining provisions. The customer and we shall replace the invalid provisions with new provisions that are legally permissible and come as close as possible to the intended legal and economic meaning and purpose.

Amendments and supplements to these General Terms and Conditions must be made in writing to be effective.