



## General Terms of Sale

### ADE-WERK GmbH Antriebs-und Hebetchnik (ADE)

Thank you for your order; we confirm it exclusively under these Terms of Sale as printed below.

#### § 1

##### General information, scope

- (1) Our General Terms of Sale apply exclusively; we shall not recognise any conditions of the customer opposing or deviating from our General Terms of Sale unless we have expressly agreed to their validity in writing. Our General Terms of Sale also apply if we make the delivery to the customer unconditionally with awareness of a customer requirement which opposes or deviates from our General Terms of Sale.
- (2) All agreements made between us and for the purpose of this contract are specified in this contract in writing.
- (3) Our General Terms of Sale apply solely for enterprisers in terms of § 310 para.1 BGB in connection with § 14 BGB (German Civil Code).

#### § 2

##### Offer

- (1) Orders must be placed in writing and do not become valid until we have confirmed them in writing.
- (2) If the order must be qualified as a quote in accordance with §145 BGB, then we can accept it within 2 weeks.
- (3) We retain our ownership and copyrights for all illustrations, drawings, calculations and other documents. The same also applies for such written documents which are designated as "confidential". The customer requires our express written consent before providing such documents to third parties.

#### § 3

##### Prices, terms of payment

- (1) If the order confirmation does not indicate otherwise, then our prices shall apply "Ex works" excluding packaging. The packaging costs are specified and invoiced separately.
- (2) The legal VAT is not included in our prices; it will be separately indicated on the bill in the legal amount on the day of invoicing.
- (3) The deduction of any discount requires a special, written agreement.
- (4) If not otherwise indicated in the order confirmation, then the purchase price (without discount) shall be due for payment within 30 days of the invoice date. The legal regulations regarding the consequences of the payment delay shall apply.

#### § 4

##### Delivery time

- (1) The start of the delivery period specified by us assumes the clarification of all technical issues.
- (2) Compliance with our duty to deliver also assumes the timely and proper fulfilment of the customer's obligation. The right to raise objection to non-fulfilment of the contract is reserved.
- (3) If we cannot meet binding deadlines for reasons not attributable to us (unavailability of the service), then we will notify the customer about this without delay and simultaneously indicate the expected new delivery date. If the service is also not available by the new delivery deadline, then we shall be authorised to fully or partially withdraw from the contract; any counter-performance already completed by the customer will then be reimbursed immediately. A case of unavailability of the service in these terms is particularly the late delivery to us by our suppliers if we have concluded a congruent hedging transaction, if neither we nor our suppliers are at fault, or if we are not obligated to purchase in a particular case.
- (4) If the customer is in default of acceptance or culpably violates other participation duties, then we shall be authorised to demand compensation for any damages to this extent, including possible extra expenditures. Additional claims or rights are reserved.
- (5) If the conditions of para. (4) have been met, then the risk of accidental destruction or deterioration of the object of purchase shall pass to the customer at the moment that they enter default of acceptance or payment.
- (6) Furthermore, we shall be liable in accordance with legal provisions should the delay in delivery be due to a wilful or grossly negligent breach of contract for which we are responsible. Should the delay in delivery be due to a grossly negligent breach of contract for which we are responsible, then our liability for damages shall be limited to the foreseeable damage which typically occurs.
- (7) We shall also be liable in accordance with the statutory provisions insofar as the delay in delivery of our own doing was caused by the culpable breach of a material contractual duty; in this case however our liability for damages shall be limited to the foreseeable typically occurring damage.

#### § 5

##### Transfer of risk, packaging costs

- (1) If the order confirmation does not indicate otherwise, then our delivery is agreed to be "Ex works".
- (2) Special agreements apply for the the acceptance of returned packages.
- (3) At the customer's request, we shall provide transport insurance for the delivery; the costs incurred for this shall be borne by the customer.

#### § 6

##### Liability for Defects

- (1) We shall be obligated to correct any defects and/or discrepancies (hereinafter referred to as "defect(s)") based on the design, the material, or the implementation.
- (2) We shall assume no liability for defects based on materials provided by the customer or on a design specified or more closely defined by the customer.
- (3) We shall be liable solely for those defects which occur under contractually intended operating conditions and with proper usage of the delivery object.
- (4) We shall not be liable for defects attributed to circumstances occurring after the transfer of risk, such as defects due to poor maintenance, improper setup, faulty repair by the customer or changes without our written consent. We shall be liable neither for normal wear nor deterioration.
- (5) Our liability shall be limited to defects occurring within one year of delivery.
- (6) If a defect is repaired in a part of the delivery object, then we shall be liable for one year for defects in the delivered spare parts or repaired parts under the same conditions as for the original delivery object. The time period specified in Para (5) for all other parts of the delivery object shall be extended solely and for the duration of the operating stoppage caused by the defect.
- (7) The customer must report any occurring defect to us in writing without delay. Such a complaint must always be submitted within two weeks following expiry of the deadline specified in Para (5) and the extended deadlines in accordance with Para. (6). The complaint must describe the defect. If the customer does not make a written complaint to us within the defined periods, then the customer shall lose their right to repair of the defect. The customer must notify us immediately in writing if the defect could cause damage. The customer shall bear the risk for damage to the delivery object resulting from their failure to report the defect. The customer must take appropriate actions to limit damage and follow our instructions to this extent.
- (8) We must repair the defect immediately and at our own costs upon receipt of the complaint in accordance with Para. (7). The remedy must be set for a time which will not unnecessarily impair the customer's processes.
  - a) The defect must generally be repaired at the site of the delivery object unless we consider the sending of the part to our factory or to another location specified by our factory to be more suitable.
  - b) If the defect can be remedied by replacement or repair of a defective part and if the removal and installation of the part does not require any expert knowledge, then we can demand the sending of the defective part to its factory or to another location specified by the factory. In this case, our duty with regard to the defect shall end with the delivery of the properly repaired or replaced part to the customer.
- (9) The customer shall enable us access to the delivery object at their own cost and shall allow for any interventions regarding the equipment if they are required for repairing the defect.
- (10) If no deviating agreement exists, then the delivery object or parts of the delivery object shall be transported to and from us at our own risk and costs in connection with the repair of the defects for which we are liable. The customer must follow our instructions for such a transport.
- (11) If no deviating agreement exists, then the customer shall be liable for all additional costs incurred by us during repair of the defect due to the fact that the location of the delivery object differs from the location specified in the contract as the delivery site or from the actual delivery site if no destination was specified.
- (12) Any replaced defective parts must be provided to us and transferred to our ownership.
- (13) If the customer has complained about the defect in accordance with Para. (7) and no defect falling under our liability is determined, then the customer must reimburse the costs incurred by us due to their complaint.
- (14) If we do not meet our obligation in accordance with Para. (8), then the customer can set us a final appropriate deadline of at least two weeks in writing. If we do not meet our obligation by this final deadline, then the customer can make the required repairs themselves or have them made by a third party at our expense. If the repair was successfully made by the customer or a third party, then all claims of the customer against us with regard to this defect shall be compensated with the reimbursement of the costs reasonably incurred by the customer.
- (15) Regardless of the above provisions, our liability for defects of any part of the delivery object shall be limited to one year from the end of the liability period determined in para. (5) or the end of any deviating liability period agreed on between the parties.



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- (16) Subject to the above provisions, we shall not be liable for consequential damages. This shall apply for every damage caused by the defect, such as production downtime, lost profits, and other indirect damages. Our limits on liability do not apply in the case of intent or gross negligence or the culpable harm to life, limb or health (cardinal duties). The limits on liability also do not apply for the culpable violation of essential contractual duties. In the case of minor negligence, we shall be liable solely for damages typical for the contract which are reasonably foreseeable. The limit on liability additionally does not apply for cases where liability is assumed for personal or material damage to privately used objects in accordance with the Product Liability Act for defects in the delivery object. It also does not apply for defects which we have maliciously concealed or whose absence we have guaranteed.

#### § 7

##### Joint and several liability

- (1) Any further liability for compensation as provided for in § 6 – without consideration of the legal nature of the claim being enforced – shall be excluded. This particularly applies for claims to compensation for damages due to negligence when signing the contract, other breaches of duty, or tortious claims for compensation for damage in accordance with § 823 BGB.
- (2) The restriction in accordance with Para. (1) also applies if the customer demands compensation for useless expenditures instead of damages in lieu of performance.
- (3) If our liability for damages is excluded or restricted, then this shall also apply for the personal liability for damages of our staff members, agents and persons employed to perform an obligation.

#### § 8

##### Force majeure

- (1) Every party shall be authorised to cease their contractual duties to the extent that force majeure makes their fulfilment impossible or unreasonably difficult; this includes:
- a) Work conflicts and all circumstances against the will of the parties such as fire, war, general mobilisation, insurrection, requisition, seizure, embargo, restrictions on energy consumption, foreign exchange and export restrictions, epidemics, natural disasters, acts of terrorism and defective or delayed deliveries by subcontractors due to the circumstances listed in this article.
- b) A circumstance occurring before or after the conclusion of a contract in accordance with this article justifies stoppage only to the extent that its impact on the fulfilment of the contract was not yet foreseeable at the time of contract signing.
- (2) The party claiming force majeure must notify the other party immediately and in writing about the start and end of any such circumstance.
- a) If a party fails to provide notification, then the other party shall be authorised to demand compensation for all additional costs incurred due to the circumstance that they did not receive said notification.
- b) If force majeure prevents the customer from fulfilling its duties, then they must compensate us for any costs incurred for securing and safeguarding the delivery object.
- (3) Regardless of all of the impacts specified in these General Terms and Conditions, every party shall have the right to withdraw from the contract by notifying the other party in writing if the stoppage of the contractual fulfilment in accordance with Art. 1 lasts longer than six months.

#### § 9

##### Retention of title

- (1) We shall retain ownership of the goods sold up to the time of full payment of all of our present and future receivables from the purchase agreement and from an ongoing business relationship (secured receivables).
- (2) The goods under retention of title must neither be pledged to third parties nor provided as collateral until the secured receivables have been paid in full. The customer must notify us in writing immediately if an application for insolvency proceedings is made or if third parties (e.g. seizures) access merchandise belonging to us.
- (3) Customer behaviour in violation of the contract, particularly failure to pay the due purchase price, shall authorise us to withdraw from the contract in accordance with the legal provisions and/or to demand return of the goods by reason of the retention of title. The surrender requirement does not immediately include the declaration of withdrawal; we are rather authorised to demand surrender of the goods and reserve the right to withdrawal. If the customer does not pay the due purchase price, then we may enforce these rights if we have set a reasonable deadline for the customer or if legal regulations deem this unnecessary.
- (4) The customer shall be authorised until the time of revocation (below) to further sell and/or process the goods under retention of title in proper business transactions. In this case the following provisions shall additionally apply.
- (a) The retention of title shall extend to include the products resulting from the processing, mixing, or combination of our goods to their full value, for which we shall be deemed the manufacturer. If goods are processed, mixed or combined with goods under the ownership of third parties, then we shall acquire joint ownership proportional to the invoice value of the processed, mixed, or combined goods. Apart from that, the same shall apply for the resulting product as for the goods under retention of title.

- (b) The customer shall surrender the claims against third parties resulting from resale of the goods or products to us now to the sum of our possible joint-ownership amount in accordance with the previous paragraph. We shall accept the surrender. The customer's duties specified in Para. 2 also apply with regard to the surrendered demands.

- (c) The customer as well as us shall remain authorised to collect on the claim. We commit to not collecting on the claim for as long as the customer meets their payment obligations to us, no worsening of their performance capacity occurs, and we do not enforce the right to retention by exercising a right in accordance with Para. 3. If this is the case, however, that we can demand that the customer disclose the surrendered claims and their debtors to us, provide all data for their collection, surrender the associated documents to us, and notify the debtor (third party) about the surrender. We shall also be authorised in this case to revoke the customer's authorisation to further sell and process the goods under retention of title.

- (d) If the realisable value exceeds the securities of our claims by more than 10 %, then we will release securities to the customer at our discretion.

#### § 10

##### Place of jurisdiction, place of performance

- (1) If the customer is a merchant, then the place of jurisdiction shall be our company headquarters. We shall be authorised however to also sue the customer at their place of residence.
- (2) The law of the German Federal Republic applies to the exclusion of UN international trade law.
- (3) Unless stipulated to the contrary in the order confirmation, place of performance shall be our registered address.