

General Terms of Delivery and Payment
effective as of January 1st, 2023

1. **Scope of these General Terms of Delivery and Payment**

Any and all contracts of delivery concluded between the Supplier and his Customer (the "Customer") shall exclusively be governed by these General Terms of Delivery and Payment, unless the Parties explicitly and in writing agree otherwise. Conflicting general business terms of the customer are explicitly rejected. General Terms of Delivery and Payment of the receiver are not accepted, even if they have not been explicitly rejected.
2. **Becoming Effective of any Purchase Orders; Subsequent Modifications of Terms and /or of Products**

Any and all orders placed by the Customer shall only become effective upon receipt by the Customer of the Supplier's written confirmation of his order. Any subsequent alterations modifications or abrogations of the terms of the order and/or of these Conditions must be made in writing. With regard to the Products ordered, the Supplier shall be entitled, within reasonable limits, to modify their design and/or specifications even after a pertinent order has been confirmed.
3. **Delivery Terms, Partial Delivery and Delay**

The exact terms of delivery must be agreed upon on a case-by-case basis. Unless otherwise explicitly agreed upon, the Supplier shall be entitled to make partial deliveries and to demand payment in pertinent instalments.
Any time for delivery shall be deemed to be automatically extended by any periods during which either the production, purchase and/or delivery by the Supplier of the ordered items has been delayed by reasons which were both unforeseeable for the Supplier and out of his control (force majeure), provided, however, he has informed the Customer forthwith of such an event – as well as of its termination, if any. The Supplier shall be liable for damages arising out of a delay in delivery only after an appropriate time period set by the Customer in writing of at least a two-week duration has passed without delivery having been effected and only for the time such extra period is exceeded. In case such delay does not result from either intent or gross negligence on the part of the Supplier, the Supplier's liability for such delay shall be limited to the value of the purchase price of the items affected by such delay.
4. **Retention of Title**

Title in all items delivered shall remain with the Supplier until full payment for the respective item has been received. In case claims are made with respect to such property by any third parties or attempts are made or are imminent to be made to such effect that might imperil the Supplier's title in such items, the Customer shall inform the Supplier hereof forthwith.
5. **Copyright**

The copyright - or whatever other intellectual property right pertains to software under the jurisdiction in question – in any software delivered in conjunction with any hardware items shall fully remain with the Supplier whose rights with regard to such software shall be restricted to a non-exclusive, non-transferable and non-sublicensable world-wide licence to use such software.
The Customer shall not make any such software and/or the accompanying documentation available to a third party. The Customer shall make no copies of such software and/or documentation except for back-up purposes.
6. **Protection Against Imitation, Reverse Engineering and Copying of Products**

The Customer is strictly prohibited from reproducing, copying, reverse-engineering, reconstructing or manufacturing the purchased products – whether in identical, modified, or similar form – as well as from enabling or commissioning third parties to do so.
This prohibition includes, but is not limited to, any technical replication, re-engineering of components, measurement-based reconstruction, or creation of derivative products that make use of the Supplier's designs, concepts, know-how, technical documentation or other intellectual property.
Any violation of this clause shall entitle the Supplier to seek injunctive relief, damages, and any other remedies available under applicable law.
The Supplier retains all intellectual property rights, design rights and any rights in technical solutions embodied in the delivered products, irrespective of the transfer of physical possession
7. **Place of Performance, Passing of Risk**

Place of performance shall be Rosenheim, Germany. Deliveries shall be consummated at the Customer's risk and cost, while it shall be up to the discretion of the Supplier to select the route as well as the means of transportation, packing, insurance and all other pertinent conditions. In case the Customer requests a different kind of packing, transport or insurance, he must bear any additional costs, which might arise to the Supplier out of the change.
8. **Prices and Payment**

Prices are quoted ex works and net of packing and of VAT. Payments must be made immediately against invoice, without deduction.
9. **Set-off and Withholding**

The Customer may neither set-off any claims he may - for whatever reasons - have against the Supplier against any payments owed by him to the Supplier nor may he rely on any other claim (monetary as well as non-monetary) he may have against the Supplier for withholding such payments save those that are either undisputed by the Supplier or are res iudicata.
10. **Delay of Payments**

Any additional rights of the Supplier notwithstanding, the Supplier shall be entitled, in case of overdue payments, after first having made – in writing - a pertinent warning giving the Customer the chance to effect such payments, to repossess any delivered items without such repossession as such to be regarded as a rescission of the order.
11. **Delay of Acceptance of Delivery by the Customer**

In case the Customer fails to take delivery of any items duly supplied, the Supplier shall be entitled, after first granting the Customer an additional period of time to take such delivery, to sell such items elsewhere. Alternatively, he shall be entitled to store such items or have them stored by a third party instead. In the first case, he may charge 1% of the purchase price as a flat compensation for every month of storage started, in the latter case he may demand to be indemnified from all debts and/or liabilities reasonably incurred by him in this regard.
12. **Warranty and Liability**

The period of warranty shall be one year from delivery respectively acceptance. Any warranty and/or liability covered as such by the Supplier's insurance policies as in force from time to time shall be limited to the amount covered by that policy. In all other cases it shall be limited - for any single case of liability - to one twelfth of the total turnover made bet-

ween the parties during the calendar year in which the event giving rise to such liability occurred and to the total such turnover for all events occurring during that calendar year.

13. **Miscellaneous**

This agreement as well as all orders governed by it shall in all aspects be governed by German law. Exclusive and sole place of jurisdiction shall be Munich.

Should any provision contained in these Terms of Delivery and Payment be or become invalid or ineffective, the remainder of these Terms shall not be affected thereby. Instead, the invalid/ineffective provision shall be deemed to be replaced with such clause or provision which, of all clauses that would be valid and effective, comes closest in its economic effects to what the parties intended when they agreed on such term.