

I. Scope of Application, Conclusion of Contract

1. The legal relationships between us and the contractual party are solely governed by the written contract concluded, including these General Terms and Conditions of Delivery and Payment for the Supply of Machines (hereinafter referred to as "GTCDP"). Verbal agreements made by us prior to the conclusion of a contract shall not be legally binding and verbal agreements between the contracting parties shall be replaced by the written contract, unless it is expressly stated in each case that they shall continue to be binding.
2. Individual agreements made with the contractual partner in individual cases (including collateral agreements, supplements and amendments) shall always take precedence over these GTCDP. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements. With the exception of managing directors or authorized representatives, our employees are not entitled to make verbal agreements that deviate from the written agreement. Telecommunication, in particular via fax or e-mail, is sufficient to comply with the form requirement, provided that a copy of the signed declaration is transmitted. We reserve the right to make constructive changes to the subject matter of the contract that deviate from an offer.
3. Unless otherwise agreed, the GTCDP in the version valid at the time of the declaration of intent by the contracting party or in any case in the version last communicated to the contractual partner in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.
4. All agreements and offers are based exclusively on these GTCDP; they are deemed to have been accepted by placing the order or accepting the delivery. Deviating, conflicting or supplementary terms and conditions of the contractual partner or third parties shall only become part of the contract if and insofar as we have expressly agreed to their validity. In particular, the terms and conditions of third parties shall not apply if we do not separately object to their validity in individual cases. Even if we refer to a letter that contains or refers to the terms and conditions of the contractual partner or a third party, or if we carry out the delivery to the contractual partner without reservation in the knowledge of the contractual partner's terms and conditions, this shall not constitute consent to the validity of the contractual partner's terms and conditions.
5. Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal) must be made in writing, i.e. in written form or text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, shall remain unaffected.
6. Information provided by us on the subject matter of the delivery or service as well as representations of the same, in particular, the documents belonging to the offer such as illustrations, drawings, weights and dimensions, catalogs, technical documentation and other product descriptions or documents - also in electronic form - are only of approximate relevance, insofar as the suitability for the contractual purpose does not require exact compliance. They are not guaranteed characteristics, but descriptions or characterizations of the delivery or service. Commercially customary deviations and deviations resulting from legal regulations or representing technical improvements, as well as the substitution of components with equivalent parts, are permissible, provided that they do not impair the suitability for the contractual purpose.
7. We reserve ownership rights and copyrights to the documents specified in I.6. as well as to cost estimates and other documents - including in electronic form. The contractual partner may not make these items accessible to third parties, disclose them, use or reproduce them, either by itself or through third parties, without the explicit consent of the contractor. Upon request of the contractor, the contracting party must return these items in full and destroy any

copies made, if they are no longer needed in the ordinary course of business or if negotiations do not lead to the signing of a contract..

8. Our offers are subject to change and non-binding.

II. Delivery period, Impossibility, Delivery Delays

1. The delivery period shall commence as soon as all details of the execution have been clarified and both parties have agreed on the terms of the transaction.
2. Any deadlines and dates for deliveries and services indicated by us are always only approximate, unless a fixed deadline or a fixed date has been expressly assured or agreed. If shipment has been agreed upon, delivery deadlines and dates refer to the time of handover to the forwarding agent, carrier or any other third party commissioned with transportation and are deemed to have been met after notification of readiness for shipment.
3. Without prejudice to our due to the contracting party's default, we may request an extension of delivery and performance deadlines or a postponement of delivery and performance dates from the contractual partner for the duration in which the contracting partner fails to meet its contractual obligations towards us.
4. We shall not be liable for impossibility of delivery or for delays in delivery if these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. any kind of operational disruptions, wars, political unrest, pandemics, epidemics, difficulties in obtaining materials or energy, transportation delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, government actions or the failure of suppliers to deliver or to deliver correctly or on time) for which we are not responsible. If such events make delivery or performance significantly more difficult or impossible for us and the hindrance is not only of a temporary nature, we shall be entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery or performance periods shall be extended, or the delivery or performance dates shall be postponed by the period of the hindrance plus a reasonable ramp-up period. If the contractual partner cannot reasonably be expected to accept the delivery or service as a result of the delay, he may withdraw from the contract providing us with immediate written notice.
5. We shall be liable for delays in performance in cases of intent or gross negligence on our part or on the part of a representative or vicarious agent as well as in the event of culpable injury to life, body or health in accordance with the statutory provisions. In other cases of delay, our liability for damages in addition to performance shall be limited to a total of 5% of the value of the delivery and for damages in lieu of performance (including compensation for futile expenses) to a total of 5% of the value of the delivery. We reserve the right to prove that the contractual partner has suffered no damage or only significantly less damage than the above lump sum. Further claims by the contractual partner are excluded, even after the expiry of any deadline for performance set for us. The limitation and exclusion shall not apply in cases of culpable violation of essential contractual obligations. However, the claim for damages due to culpable violation of essential contractual obligations shall be limited to the typical foreseeable damage, unless another case under sentence 1 of this section II.5 is also applicable.

III. Place of fulfillment, Delivery, Transfer of Risk, Default of Acceptance

1. The place of performance for all obligations arising from the contractual relationship shall be Meppen, unless otherwise agreed. Any deliveries shall be made ex works Meppen. At the request and expense of the contractual partner, the goods will be shipped to another destination (sale by dispatch).
2. Unless otherwise agreed, we are entitled to determine the method of shipment (in particular carrier, shipping route, packaging) ourselves.
3. The risk of accidental loss and accidental deterioration of the goods shall transfer to the contractual partner at the latest when the goods

leave our premises or factory in Meppen, even if freight-free delivery has been agreed. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall transfer upon delivery of the goods to the forwarding agent, carrier or any other person or entity designated to carry out the shipment. This shall also apply if partial deliveries are made. If acceptance has been agreed upon, this shall be decisive for the transfer of risk. The statutory provisions of contract law for work and services shall also apply accordingly to any agreed acceptance. If the contractual partner is in default of acceptance, this shall be deemed equivalent to handover and acceptance.

4. If shipment or handover is delayed due to circumstances for which we are not responsible, the risk shall transfer to the contractual partner from the day on which the delivery item is ready for dispatch and we have notified the contractual partner of this.
5. If the contractual partner is in default of acceptance, fails to cooperate or if the delivery or service is delayed for other reasons attributable to the contractual partner, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this, we charge a lump sum compensation of 0.5% of the purchase price per calendar day up to a maximum total of 5%, starting from the delivery deadline or - in the absence of a delivery deadline - from the notification of the readiness for shipment of the goods. Proof of higher damages and our statutory claims (in particular, reimbursement of additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The contractual partner shall be permitted to prove that we have incurred no damage at all or only a significantly lesser damage than the above lump sum.
6. We will reimburse 2/3 of the invoiced price for the return of railway boxes, provided they are returned to us carriage paid and in good condition by the contractual partner within 14 days of arrival.
7. Insurance of the shipment against transport damage and other risks will only be provided at the express request and expense of the contractual partner.
8. We are only entitled to make partial deliveries if the partial delivery is usable for the contractual partner within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and no significant additional effort or costs are incurred by the contractual partner as a result (unless we agree to bear these costs). If we are in default with a delivery or service or if a delivery or service becomes impossible for us, for any reason, our liability for damages shall be limited in accordance with Section VIII of these GTD.

IV. Prices

Unless otherwise agreed in individual cases, the Contractor's current prices at the time of conclusion of the contract shall apply, ex Meppen, plus statutory VAT and ancillary costs (e.g. expenses for packaging, shipping, transportation shall be borne by the contractual partner).

V. Terms of Payment

1. Invoices must be paid within 20 days or in accordance with the respective order-related individual agreement without any deductions. The costs of payment (fees) shall be borne by the invoice recipient.
2. We are entitled, within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment at any time.
3. The purchase price shall accrue interest during the period of default at the applicable statutory default interest rate. We reserve the right to claim further damages caused by default. Our claim to commercial maturity interest against merchants (§ 353 HGB) remains unaffected.
4. The contractual partner shall only be entitled to set-off or retention rights insofar as his claim has been legally established or is undisputed. The contracting party's counter-rights remain

unaffected in the case of defects in the delivery

5. If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to payment of the price is jeopardized by the contractual partner's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (Section 321 BGB). For contracts concerning the manufacture of non-fungible items (custom orders), we may declare the withdrawal immediately; the statutory regulations regarding the dispensability of setting a deadline remain unaffected. All our claims shall be due immediately if the terms of payment are not complied with or if circumstances become known to us after the respective conclusion of the contract which, in our opinion, are suitable to impair the creditworthiness of the contractual partner. Furthermore, in such a case we shall be entitled to carry out outstanding deliveries only against advance payment or provision of security and, if advance payment or provision of security is not made, to withdraw from the contract after a reasonable period of grace or to demand compensation for non-performance.

VI. Retention of Title

1. a. The goods supplied by us (retained goods) shall remain our property until all claims against the contractual partner which are due now or in the future, including all current account balance claims, have been fulfilled.
b. If the contractual partner acts in breach of contract - in particular if they are in default of payment for a claim for remuneration - we shall have the right to withdraw from the contract after setting a reasonable deadline for performance. The contractual partner shall bear the transport costs incurred for the return. If we take back the retained goods, this shall already constitute a withdrawal from the contract. It shall also constitute a withdrawal from the contract if we seize the retained goods. We may utilize retained goods that we have taken back. The proceeds of the realization shall be offset against the amounts owed to us by the contractual partner, after we have deducted a reasonable amount for the costs of the utilization.
2. The contractual partner must handle the retained goods with care. They must insure them adequately at their own expense against fire, water and theft at replacement value. If maintenance and inspection work becomes necessary, the contractual partner must carry it out in good time at their own expense.
3. a. The contractual partner may use the retained goods and resell them in the ordinary course of business as long as they are not in default of payment.
b. However, the contractual partner may not pledge the retained goods or transfer them as security.
c. If the sales price is deferred to the contractual partner's customers, the contractual partner must reserve title to the sold goods to the customers under the same conditions under which we have reserved ownership upon delivery of the retained goods. Without this reservation, the contractual partner is not authorized to resell the retained goods.
d. The contractual partner hereby assigns to us, as security, all payment claims against their customers arising from the resale of the reserved goods, as well as all claims of the contractual partner regarding the retained goods that arise against their customers or third parties for any other legal reason (especially claims from tort and claims for insurance benefits), including all balance claims from current accounts. We accept this assignment.
e. If the contractual partner sells the retained goods together with other goods not supplied by us, the assignment of the claim from the sale shall only apply to the extent of the value of the respective sold retained goods. In the case of the sale of goods in which we have co-ownership shares according to VI.(4)b. to VI.(4)e., the assignment of the claim applies in the amount of this co-ownership share.
f. The contractual partner may collect these assigned claims in their own name and at their own expense on our behalf, as long as we do not revoke this authorization. Our right to collect these claims

ourselves is not affected by this; however, we will not assert the claims ourselves and will not revoke the collection authorization as long as the contractual partner duly meets its payment obligations. g. However, if the contractual partner acts in breach of contract - in particular if it is in default of payment of a monetary claim - we may demand that the contractual partner informs us of the assigned claims and the respective debtors, notifies the respective debtors of the assignment and hands over all documents to us and provides all information necessary for enforcing the claims.

4. a. Any processing or transformation of the retained goods by the contractual partner shall always be carried out on our behalf.
b. If the retained goods are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the retained goods (final invoice amount including VAT) to the other processed items at the time of processing.
c. In all other respects, the same shall apply to the new item resulting from processing as it does to the retained goods.
d. If the retained goods are inseparably combined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the retained goods (final invoice amount including VAT) to the other combined or mixed items at the time of combination or mixing.
e. If the goods subject to retention of title are combined or mixed in such a way that the contractual partner's item is to be regarded as the main item, the contractual partner and we hereby agree that the contractual partner shall transfer proportional co-ownership of this item to us. We accept this transfer. The sole ownership or co-ownership of an item thus created will be held in custody by the contractual partner for us.
f. If the retained goods are connected with a piece of real estate, the contractual partner assigns to us as security the claim that arises for the contractual partner against a third party due to the connection. We accept this assignment.
5. In the event of seizure of the retained goods by third parties or other interventions by third parties, the contractual partner must draw attention to our ownership and must inform us immediately in writing so that we can enforce our ownership rights. If the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this connection, the contractual partner shall be liable for these.
6. If the contractual partner requests this, we are obliged to release the securities to which we are entitled insofar as their realizable value exceeds the value of our outstanding claims against the contractual partner by more than 10%. However, we may select the securities to be released.
7. Upon our request, the contractual partner must provide us with information on the whereabouts of the goods subject to retention of title and on the claims arising from the resale at any time.
8. If the retention of title is not legally effective under the law of the country in which the retained goods are located, the security that comes closest to it under the law of that country shall be deemed to have been agreed instead.

VII. Warranty, Limitation Period

1. The contractual partner's claims for defects are contingent upon their compliance with the statutory duties of inspection and notification of defects (§§ 377, 381 HGB (German Commercial Code)).
2. The goods delivered by us must be carefully inspected immediately upon arrival at the contractual partner.
3. In the case of visible defects, these must be reported immediately and confirmed by the carrier.
4. If a defect becomes apparent upon delivery, during inspection or at any later point in time, we must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 8 working days of delivery and defects not recognizable during the inspection within the same period from discovery. If the contractual partner fails to conduct a proper inspection and/or timely notification of defects, our liability for the defect that was not

reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions.

5. The rights of the contractual partner in the event of material defects and legal defects (including incorrect and short delivery as well as improper assembly or faulty assembly instructions), shall be governed by the statutory provisions, unless otherwise stipulated in these GTCDP.
6. If the delivered item is defective, we can first choose whether to remedy the defect by rectification (repair) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory conditions remains unaffected.
7. We are entitled to make the subsequent performance owed dependent on the contractual partner paying the price due. However, the contractual partner is entitled to retain a reasonable part of the price.
8. In the event of rectification of defects, all parts that prove to be unusable or significantly impaired in usability within 6 months of the transfer of risk due to a defect that existed at the time of transfer of risk—especially due to defective design, poor materials, or faulty workmanship—must be repaired or replaced by us free of charge. The discovery of such defects must be reported to us without undue delay in writing.
9. Replaced parts shall become our property. With regard to the replacement parts, the retention of title pursuant to VI. shall apply in full.
10. The contractual partner must provide us with the necessary time and opportunity for the subsequent performance owed, in particular to hand over the disputed goods for inspection purposes. In the event of a replacement delivery, the contractual partner must return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item or its reinstallation if we were not originally obligated to install it.
11. We will bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs within the Federal Republic of Germany, in accordance with the statutory provisions, if a defect actually exists. Otherwise, we may demand compensation from the contractual partner for the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognizable to the contractual partner.
12. In urgent cases, e.g. if operational safety is jeopardized or to prevent disproportionate damage, the contractual partner shall have the right to remedy the defect themselves and to demand compensation from us for the expenses objectively required for this. We must be notified immediately, if possible in advance, of any such self-remedy. The right of self-remedy shall not apply if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions. Notwithstanding the statutory provisions, the general limitation period for claims arising from material defects and defects of title shall be one year from the start of the statutory limitation period. The limitation period therefore begins, for example, from delivery or, if acceptance has been agreed, from acceptance.
13. Claims of the contractual partner for damages or compensation for futile expenses - even in the case of defects - shall only exist in accordance with section VIII. and are otherwise excluded.
14. Notwithstanding the statutory provisions, the general limitation period for claims arising from material defects and defects of title is one year from the start of the statutory limitation period. The limitation period therefore begins, for example, from delivery or, if acceptance has been agreed, with acceptance.
15. VII.13. does not cover claims against us due to a defect in the cases of § 438 para. 1 no. 2 and § 634a section 1 no. 2. In these aforementioned cases, the limitation period is 5 years from the start of the statutory limitation period in accordance with the statutory provisions. VII.6. shall not affect other special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, section 3,

§§ 444, 445b BGB (German Civil Code)).

16. The above-mentioned limitation periods shall also apply to contractual and non-contractual claims for damages of the contractual partner which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB (German Civil Code)) would result in a shorter limitation period in individual cases.
17. Insofar as we are liable for damages in accordance with Section VIII.2, as well as under the Product Liability Act and on the basis of data protection claims, the limitation period shall only apply according to the statutory limitation periods.

VIII. Liability for Damages

1. Our liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tortious acts is limited in accordance with this Section VIII, insofar as fault is involved.
2. We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of essential contractual obligations. Essential contractual obligations include the obligation to deliver and install the subject matter of the contract on time, its absence of legal defects as well as those material defects that significantly impair its functionality or suitability for use, as well as advisory, protective and custodial duties that are intended to enable the contractual partner to use the contractual object in accordance with the contract and are intended to protect the life and health of personnel or their property from significant damage.
3. Insofar as we are liable for damages on the merits in accordance with Section VIII.2, this liability shall be limited to damages which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen if we had exercised due care. Indirect damages and consequential damages resulting from defects in the delivery item are also only eligible for compensation if such damage is typically to be expected with proper use of the delivery item.
4. In the event of liability for simple negligence, our obligation to pay compensation for property damage and any resulting further financial losses is limited to an amount of EUR 5 million per claim, even if this involves a breach of essential contractual obligations.
5. The above exclusions and limitations of liability shall equally apply in favor of our executive bodies, legal representatives, employees and other vicarious agents.
6. Insofar as we provide technical information or act in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by us, this is done free of charge and excludes any liability.
7. Our service technicians are responsible for commissioning the machine. Unless otherwise agreed, customer-specific trial machining is generally not carried out. If the contractual partner requests trial machining, it must be carried out by our designated employees. If one of our service technicians carries out trial machining at the request of the contractual partner, our liability for any damage incurred is excluded, as far as this is legally permissible.
8. The limitations of this Section VIII. do not apply to our liability for intentional misconduct, for guaranteed quality features, for injury to life, physical integrity or health or under the Product Liability Act. Data protection claims are also not covered by the liability provision in Section VIII.

IX. Final Provisions

1. The law of the Federal Republic of Germany shall apply exclusively to the legal relationship between us and the contractual partner.
2. The text in German shall be deemed the original text of these GTCDP and is binding for both parties.
3. The exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual

relationship is the registered office of HEDELIUS Maschinenfabrik GmbH, insofar as legally permissible. We reserve the right to take legal action against the contractual partner at their place of business.

4. The relationship between us and the contractual partner shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).
5. Insofar as the contract or these GTCDP contain gaps in regulation, those legally effective provisions shall be deemed to have been agreed to fill these gaps which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GTCDP if they had been aware of gap in regulation.
6. We are entitled to store and process the personal data of the contractual partner by means of electronic data processing.