



Part 1: General Terms and Conditions

1. Scope of application, offer, order confirmation

1.1 These General Terms and Conditions shall apply exclusively to all business relationships between R. STAHL HMI Systems GmbH, Cologne ("R. STAHL"), and enterprises, legal persons under public-law and special assets under public law (*öffentlich-rechtliches Sondervermögen*) ("Customer"), in particular regarding business relationships with respect to which the Customer places orders for

- a) the sale and/or delivery of goods ("Contract Product"); and/or
- b) the rendering of works and/or services ("Works and Services").

Additional Terms and Conditions shall apply to (i) the sale and delivery of Contract Products (Part 2 below) and (ii) the rendering of Works and Services (Part 3 below).

By placing the order, accepting the delivery of the Contract Product, receipt of the Service or acceptance of the Works, the Customer acknowledges the General Terms and Conditions as well as the respective Additional Terms and Conditions (Part 2 respectively Part 3 below) (together "Terms and Conditions of Delivery and Services"). Any deviating or supplementary terms and conditions of the Customer shall only be deemed accepted if and to the extent that R. STAHL expressly acknowledges and confirms such terms and conditions in writing.

- 1.2 Offers by R. STAHL shall be non-binding. This shall not apply if R. STAHL places binding offers within the scope of procurement procedures for public contracts. For this contract, solely the written order confirmation by R. STAHL and these Terms and Conditions of Delivery and Services shall be relevant.
- 1.3 Oral agreements or promises shall only be valid if an authorized employee of R. STAHL has confirmed them in writing.
- 1.4 The Terms and Conditions of Delivery and Services shall also apply to all future transactions with the Customer. In the case of a permanent business relationship, the Terms and Conditions of Delivery and Services, as amended from time to time, shall even become part of the contract if they are no longer expressly referred to.

2. Conclusion of Contract via the R. STAHL Webshop

2.1 R. STAHL also distributes the Contract Products and/or Works and Services via the R. STAHL webshop operated under www.r-stahl.com ("Webshop"). Sales and deliveries of Contract Products and provision of Works and Services by R. STAHL on the basis of orders placed by the Customer via the Webshop shall be made exclusively in accordance with these Terms and Conditions of Delivery and Services. The Customer accepts the Terms and Conditions of Delivery and Services by the placing of an order via the Webshop.



- 2.2 The presentation of the Contract Products and/or Works and Services in the Webshop does not constitute binding offers by R. STAHL to enter into a sales contract, but merely invite the Customer to make a binding offer as to whether and which Contract Products and/or Works and Services it wants to order from R. STAHL. The Customer may choose Contract Products and/or Works and Services of R. STAHL from the product range in the Webshop and add them to the shopping cart via the button "Add to Cart". Before clicking the button "Order with Obligation to Pay", all Contract Products and/or Works and Services selected by the Customer, their total price including statutory VAT in the respective applicable amount as well as duties, charges and shipping costs are again displayed in an order overview to the Customer for review. At that stage, the Customer will have the opportunity to identify and correct any incorrect entries before finally placing the binding order. Before placing the binding order, the contractual provisions including these Terms and Conditions of Delivery and Services can be accessed once again and saved in durable medium. Via the button "Order with Obligation to Pay", the Customer submits a binding offer for the conclusion of a contract on the Contract Products and/or Works and Services collected in the cart. The offer can, however, only be submitted and transferred if Customer accepts, and thereby includes in its offer, these Terms of Sale by ticking the corresponding box.
- 2.3 R. STAHL shall confirm receipt of the Customer's order by e-mail. However, such confirmation of receipt is not yet a legally binding acceptance of the Customer's order.
- 2.4 The contract shall only become effective once R. STAHL has accepted the Customer's offer. R. STAHL's order acceptance can be made expressly by way of a declaration in text form, e.g. by sending a written order confirmation by e-mail, or by R. STAHL handing over the Contract Products for dispatch and/or begins with the provision of the Works and Services and informing the Customer accordingly. The contract shall be governed exclusively by the contents of the order acceptance and these Terms and Conditions of Delivery and Services. Verbal agreements or promises shall only be valid if an authorized employee of R. STAHL has confirmed them in writing.
- 2.5 If the Contract Products and/or Works and Services ordered by Customer cannot be delivered or provided, e.g. because the corresponding Contract Products and/or Works and Services are not in stock, R. STAHL may refrain from accepting the order. In this case, no contract will be concluded. R. STAHL shall inform Customer thereof without undue delay.
- 2.6 The contract terms will be saved and stored after the contract has been concluded, but are no longer accessible to the Customer. The Customer will, however, be provided with any and all contractual provisions and these Terms and Conditions of Delivery and Services (by e-mail or letter).

3. Performance periods and dates

- 3.1 Performance periods and dates shall only be binding if they have been agreed as binding in the contract and the Customer has communicated and/or provided in due time all information and documentation as well as any approvals and permits required for the performance. Moreover, any agreed advance payments must have been received by R. STAHL as agreed, and any other requirements for processing the order, as agreed by individual agreement, must have been fulfilled. The performance period shall commence upon the date of the order confirmation, provided that the Customer properly fulfills the aforementioned contractual obligations. Otherwise, the performance periods and dates shall be extended and/or postponed



accordingly; this shall not apply to the extent that R. STAHL is responsible for the respective delay. In the case of additional or supplementary orders placed at a later point in time, the performance periods and dates shall be extended and/or postponed accordingly.

- 3.2 The obligation to deliver shall be subject to R. STAHL's correct and timely receipt of goods from its upstream suppliers
- 3.3 Events that are unforeseeable, unavoidable and beyond R. STAHL's control and sphere of influence and events for which R. STAHL is not responsible ("Disturbance") shall release R. STAHL from its obligation to provide timely performance for the duration of such event. The performance periods and dates shall be extended and/or postponed for the duration of the Disturbance. Disturbance within the meaning of this paragraph shall include, without limitation:
- mobilization, acts of war, riots, civil war, blockades, labor disputes, demonstrations, factory occupations and sabotage;
 - natural disasters such as ice, high/low water, hurricanes, tornadoes, cyclones, earthquakes and floods;
 - material impairments of the procurement channels with respect to the foreign currencies required to pay for raw materials;
 - loading or transport problems, delays, restrictions and discontinuations;
 - obstructions by explosion, fire, complete or partial destruction of production facilities or warehouses, machines and machine parts;
 - machinery breakdown;
 - consequences of an energy crisis, shortages of fuel, excipients or energy;
 - shortages of labor due to illness or epidemics;
 - deliveries to R. STAHL of raw materials, excipients or packaging material that were not made or not made as specified in the order;
 - sovereign government actions, in particular official orders and the like in Germany and abroad;
 - imminent violation of national or international provisions, in particular import or export provisions relating to the delivery and/or delays, if any, caused by approval procedures provided for by such provisions; the Customer is obliged to obtain all information and documentation that can be prepared by the Customer and is required for the export/transfer/import pursuant to such provisions.

It is irrelevant whether the aforementioned Disturbance occurred in the factory of R. STAHL or of a sub-supplier.

R. STAHL shall inform the Customer about the occurrence of the Disturbance in an appropriate manner. If R. STAHL informs the Customer orally, R. STAHL shall provide the Customer with a corresponding written confirmation as soon as this is reasonable for R. STAHL according to the circumstances. Upon termination of the Disturbance, R. STAHL is obliged to perform within a reasonable time period within the means at its disposal in terms of production and otherwise. R. STAHL shall inform the Customer about the relevant performance date as soon as possible.

If the end of a Disturbance is not foreseeable or if the Disturbance lasts for more than 3 months, any party may (i) rescind this contract in case of a contract on the sale and delivery of Contract Products (pursuant to Part 2 below), or (ii) terminate the contract in case of a contract regarding the rendering of Works and Services (pursuant to Part 3 below). However, R. STAHL is entitled to partial deliveries of the Contract Products and/or partial rendering of the Works and Services if R. STAHL is able to make and/or render them despite the Disturbance. The invoiced amount shall be reduced on a pro rata basis. In this respect, the Customer is only entitled to rescind



and/or terminate the contract in part. This shall not apply if the Customer is not interested in a partial delivery and/or partial rendering of Works and Services. The right to rescind or terminate the contract shall be excluded to the extent that R. STAHL is obliged to accept the raw materials due to its purchase contracts for raw materials and the Customer can be reasonably expected to abide by the contract once more. The right to rescind or terminate the contract shall be exercised in writing.

In the event that the Customer rescinds or terminates the contract (in each case in part, where applicable), the Customer shall reimburse R. STAHL for any necessary costs incurred by R. STAHL prior to the occurrence of the Disturbance, in particular any development and production costs with respect to Contract Products specifically to be manufactured for the Customer and/or Works and Services specifically to be rendered for the Customer.

- 3.4 If the performance by R. STAHL is delayed, the Customer is only entitled to rescind and/or terminate the contract if R. STAHL is responsible for the delay and a reasonable grace period set by the Customer has expired to no avail.

4. Damages and limitation of liability

- 4.1 R. STAHL's obligation to pay damages shall be limited as follows:

- a) For damages caused by a breach of a material contractual obligation, R. STAHL shall only be liable up to the amount of the typically foreseeable damage at the time of entering into the contract. R. STAHL shall not be liable for damages caused by a breach of a non-material contractual obligation.
- b) The limitation of liability as set out above shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act (Produkthaftungsgesetz) and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent R. STAHL has assumed a guarantee.

- 4.2 The limitation of liability as set out above shall apply to all claims for damages, for whatever legal reason, and in particular to liability in tort and liability based on fault within the scope of contractual negotiations.

- 4.3 The Customer shall take all reasonable measures necessary to avert and reduce damage.

- 4.4 To the extent that the damage is covered by a liability insurance or product liability insurance of R. STAHL, R. STAHL shall assign such insurance claims to the Customer and shall be exempted from any liability in accordance with the insurance cover.



5. Prices and payment terms

- 5.1 Unless the parties have agreed upon a specific price, the price shall be determined according to R. STAHL's price list as applicable at the date of conclusion of the contract; R. STAHL shall submit such price list to the Customer upon the Customer's request to the extent that the Customer is not yet aware of it.
- 5.2 Unless agreed otherwise, the prices shall apply EXW R. STAHL (Incoterms 2020) excluding the respectively applicable statutory value added tax. Additional costs such as packaging, transport, insurance, customs as well as assembly shall be charged separately.
- 5.3 Any payment obligations resulting from the contract shall be settled in euros.
- 5.4 Unless agreed otherwise, any payments shall be made in cash without any deductions within 10 days from the date of the invoice. If this payment period expires to no avail, the Customer shall be in default of payment. Payments by the Customer shall not be deemed to have been made until R. STAHL has received the respective payment.
- 5.5 In the event that the Customer is in default, R. STAHL is entitled to demand default interest in the respectively applicable statutory amount. Any claims for further damages due to the default shall remain unaffected.
- 5.6 Bills of exchange and checks shall only be taken on account of performance upon special arrangement and without any bank charges or other costs for R. STAHL.
- 5.7 The Customer is only entitled to a set-off if its counterclaim is uncontested, ready for decision or has been finally adjudicated.

The Customer is only entitled to assert a right of retention to the extent that its counterclaim is based on the same contract and is uncontested, ready for decision or has been finally adjudicated.

- 5.8 If R. STAHL becomes aware of the risk of the Customer's impossibility to perform (*mangelnde Leistungsfähigkeit*) after entering into the contract, R. STAHL is entitled to make any outstanding deliveries or render any outstanding services only against advance payment or the provision of a security; if such advance payment or security has not been made or provided even after the expiration of a reasonable grace period, R. STAHL may, without prejudice to its further rights, rescind the respective contracts in whole or in part. R. STAHL shall remain entitled to assert further rights.

6. Property rights, trademarks and advertising

- 6.1 R. STAHL reserves all rights in the offer documents and all documents, information and know-how that the Customer receives from R. STAHL within the scope of the sales and performance process, in particular pictures, drawings, data on weight and size and samples. They may only be made available to third parties upon prior written approval by R. STAHL. This shall not apply to information that is already publicly known irrespective of the sales and performance process, with respect to which the Customer proves that it was already in its possession before it was disclosed, or which was made available to the Customer by a third party authorized to dispose of such information, irrespective of the sales and performance process.
- 6.2 The Customer shall not perform and may not authorize a third party to perform any act that may



endanger the trademarks or other intellectual property rights used by R. STAHL in relation to the Contract Products. In particular, trademarks and/or other distinctive features that are either part of the Contract Products, or imprinted on or attached to them in any other form, may neither be obscured nor altered, removed or supplemented.

- 6.3 The entire promotional, advertising and sales material ("Advertising Material") provided by R. STAHL shall remain the property of R. STAHL. The Customer may use this Advertising Material only in accordance with the instructions of R. STAHL and only in relation to the sale of the Contract Products, and the Customer is not entitled to authorize any third party to use the Advertising Material.
- 6.4 The Customer may only advertise the Contract Products and use the Advertising Material and the trademarks of R. STAHL for this purpose if R. STAHL has granted its prior express consent in writing. R. STAHL may withdraw its consent at any time; in such case, the entire advertising measure must be terminated at the Customer's expense according to the instructions of R. STAHL. Irrespective of whether R. STAHL has granted its consent, the Customer shall in any event remain responsible for ensuring that all advertising measures or advertisements fulfill the statutory requirements, if any, and do not violate any industrial property rights of third parties.

7. Confidentiality

- 7.1 The parties shall keep confidential all confidential information of the other party that becomes known to them. The parties undertake to involve only such employees or third parties in the cooperation that they have obliged to maintain confidentiality to a comparable extent in advance.
- 7.2 All information of a party, irrespective of its form, that is marked as confidential in writing or the confidentiality of which clearly follows from its nature, in particular trade and business secrets, shall be deemed confidential.
- 7.3 Information shall be deemed non-confidential if the receiving party can prove that it (i) is or was generally accessible, (ii) was already in the party's possession without any confidentiality obligation, (iii) was developed independently by another party without using confidential information, or (iv) was lawfully acquired from any third party that was not obliged to maintain confidentiality.
- 7.4 The confidentiality obligations shall survive the termination of the business relationships between the parties.

8. Applicable law, legal venue, written form and partial invalidity

- 8.1 These General Terms and Conditions of Delivery and Services and the entire business relationships between R. STAHL and the Customer shall be exclusively governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 8.2 Exclusive venue for any and all disputes arising from or in connection with the parties' contractual relationship shall be Stuttgart, Germany. R. STAHL is, however, entitled to sue the Customer at the Customer's statutory venue.
- 8.3 The below provisions shall apply to the contractual relationships in the following order of priority:



- a) the individual agreements entered into between the parties;
 - b) these Terms and Conditions of Delivery and Services;
 - c) the statutory provisions, in particular the provisions of the German Commercial Code (Handelsgesetzbuch; "HGB") and the German Civil Code (Bürgerliches Gesetzbuch; "BGB").
- 8.4 Any changes of and amendments to the contract and/or these Terms and Conditions of Delivery and Services and any side agreements shall require the written form. The same shall apply to any amendment of this written form requirement.
- 8.5 The Customer may only assign the rights arising from the parties' contractual relationship to third parties with R. STAHL's written consent. Section 354a HGB shall remain unaffected hereby.
- 8.6 Should any provision of these Terms and Conditions of Delivery and Services and/or any provision of any other agreement be or become invalid, this shall not affect the validity of the remaining provisions and other agreements.

Part 2: Additional Terms and Conditions for the Sale and Delivery of Contract Products

1. Scope of application and scope of delivery

- 1.1 These Additional Terms and Conditions for Sale and Delivery ("Terms and Conditions of Sale") shall apply in addition to the General Terms and Conditions (cf. Part 1 above) in relation to the sale of Contract Products (sections 433 et seqq. BGB). The Terms and Conditions of Sale shall also apply to contracts the subject matter of which is the delivery of products produced by R. STAHL for the Customer pursuant to section 650 BGB.
- 1.2. In case of conflicts between the Terms and Conditions of Sale and the General Terms and Conditions, the Terms and Conditions of Sale shall prevail over the General Terms and Conditions to the extent this is required to resolve the conflict. In all other respects and in all other cases, the General Terms and Conditions shall apply accordingly and in addition to the Terms and Conditions of Sale.
- 1.3 The content and scope of offers shall exclusively be determined on the basis of the R. STAHL product specification. In particular, any documents, pictures, drawings, data on weight and size and any similar information forming part of the offer shall be regarded as guidelines only, unless they are expressly designated as binding by R. STAHL. R. STAHL reserves the right to perform technical changes in the Contract Product only if this does not impair its technical function.

2. Shipment, passing of risk and acceptance

- 2.1 The Contract Product shall be delivered EXW R. STAHL (Incoterms 2020), unless expressly agreed otherwise. If R. STAHL is obliged to ship the Contract Product based on any other agreement, R. STAHL is entitled to determine the type and route of shipment at its own discretion. Upon the Customer's request, a transport insurance shall be taken out for the delivery; the respective costs shall be borne by the Customer.
- 2.2 Irrespective of its rights in case of defects, the Customer shall accept any delivered Contract Products even if such products display minor defects.
- 2.3 R. STAHL may make partial deliveries for good reason if and to the extent this is reasonable for the Customer.
- 2.4 Unless otherwise agreed, packaging is arranged for by R. STAHL and not requested by the Customer. The packaging is therefore transport packaging. The Customer is obliged to return the transport packaging in a clean condition and separate from any other items during R. STAHL's normal business hours.
- 2.5 If the Customer is in default of acceptance or in breach of any other cooperation obligation, or if shipment is delayed for any other reason the Customer is responsible for, R. STAHL is entitled, without prejudice to its other rights, to reasonably store the Contract Product at the Customer's risk and expense. R. STAHL shall insure the Contract Product at the Customer's request and expense. Commencing 10 days after the notification of the readiness for dispatch, the Customer shall be charged the costs incurred for the storage of the Contract Product in the factory of R. STAHL, at least, however, 0.5% of the invoice amount for each month.



3. Quality, Customer's rights in case of defects, duty to inspect and limitation period

- 3.1 Upon passing of the risk, the Contract Product shall have the agreed quality; the agreed quality shall exclusively be determined by the specific written agreements between the parties concerning the characteristics, features and specifications of the Contract Product.

Information provided in sales catalogs, price lists and any other information material provided to the Customer by R. STAHL and any other descriptions of the products shall under no circumstances constitute a guarantee for any specific quality of the Contract Product; such specific guarantees must expressly be made in writing.

R. STAHL reserves the right to change the Contract Product with regard to its construction, material and/or workmanship provided that this does not change its agreed quality.

- 3.2 Any rights of the Customer in case of defects of the Contract Product shall require that the Customer inspects the Contract Product upon delivery and notifies R. STAHL of any defects in writing and without undue delay, but no later than within 7 days following delivery; any hidden defects must be notified to R. STAHL in writing without undue delay upon their discovery.
- 3.3 In the event of a notice of defects, R. STAHL shall have the right to inspect and test the Contract Product to which objection was made. The Customer shall give R. STAHL the required time and opportunity to exercise this right. R. STAHL may also request the Customer to send the Contract Product to which objection was made back to R. STAHL at its own expense. Should the Customer's notice of defect prove to be unjustified, and provided the Customer has realized this prior to the notice of the defect or negligently failed to realize it, the Customer is obliged to reimburse R. STAHL for all costs incurred in this respect, e.g. travel expenses or shipping costs.
- 3.4 R. STAHL is entitled to remove defects, at its option, either by remedying the defect or by replacement delivery of the defective part or the entire Contract Product, both free of charge to the Customer (together: "Subsequent Performance").

The Customer shall grant R. STAHL reasonable time and opportunity for the Subsequent Performance. If the removal of the defect is absolutely necessary due to reasons of endangerment of operational safety and/or to prevent disproportionate extensive damage, the Customer shall notify R. STAHL accordingly without undue delay, stating the respective circumstances, whereupon R. STAHL, in due time, in any case after 5 days, shall give the Customer permission to remove the defect itself or by commissioning third parties and request R. STAHL to reimburse the necessary costs.

Any parts replaced by R. STAHL shall pass into the ownership of R. STAHL.

- 3.5 The Customer's rights in case of defects shall be excluded in the following events: (i) natural wear and tear, (ii) defects of the Contract Products due to reasons for which the Customer or downstream customers in the supply chain is/are responsible, in particular caused by improper use, the failure to observe the operating manual, incorrect first use or improper treatment (e.g. excessive use), (iii) incorrect assembly and/or installation by the Customer, downstream customers in the supply chain or a third party commissioned by them, (iv) the use of unsuitable accessories or unsuitable spare parts or the performance of inappropriate repair works by the Customer, downstream customers in the supply chain or third parties commissioned by them, and (v) the use of inappropriate supplies and replacement materials, poor construction works, inappropriate ground, chemical, electrochemical or electric influences, insofar as R. STAHL is not responsible for such reasons.



- 3.6 R. STAHL shall bear the costs for materials, shipment, transport, handling and labor that accrue for the purpose of Subsequent Performance. To the extent the disassembly of the defective Contract Product and the assembly of the repaired or replaced Contract Product are required for the purpose of Subsequent Performance, R. STAHL is entitled, at its choice, to either carry out the disassembly and assembly itself or to leave this to the Customer. In the latter case, the Customer shall, first of all, submit to R. STAHL for review an offer for the disassembly and assembly carried out by itself or a third party; the Customer is obliged to keep the costs as low as possible and, if possible, to use its own manpower at its own expense. If the disassembly and assembly are carried out by the Customer, R. STAHL shall only reimburse the proven and required costs. R. STAHL is not obliged to carry out the disassembly and assembly and/or to bear the respective costs if and to the extent that the costs incurred in this respect bear no proportion to the seriousness of the defect and the purchase price of the Contract Product. This must regularly be assumed if the costs for the disassembly and assembly amount to more than 30% of the Contract Product's purchase price. The Customer is obliged to provide R. STAHL with all information required for the disassembly and assembly and to enable R. STAHL to inspect and review the rejected Contract Product on site.
- 3.7 If the Subsequent Performance fails, if such remedy is unreasonable for the Customer or if R. STAHL has refused such remedy pursuant to section 439(4) BGB, the Customer may, at its option, rescind the contract regarding the defective Contract Product in accordance with the statutory provisions, request a reasonable reduction of the purchase price and/or request damages pursuant to section 4 of the General Terms and Conditions or the reimbursement of its futile expenses.

If the Customer rescinds the purchase contract, R. STAHL shall take back the Contract Product and reimburse the Customer for the remuneration paid by it. The Customer shall surrender the emoluments or, if the surrender of the emoluments is not possible, pay respective compensation. The compensation shall principally be calculated on the basis of a reducing-balance depreciation over a period of use of 5 years in case of goods with an individual value of more than EUR 1,000.00, in all other cases 3 years. The parties reserve the right to prove that a longer or shorter period of time is to be taken as a basis or that, for specific reasons, possibilities of use have only been created in other amounts.

- 3.8 The limitation period for the Customer's claims for defects shall be 12 months as of the time of the passing of risk. This period shall not apply (i) to the Customer's rights in case of defects concealed in bad faith or caused intentionally, (ii) if and to the extent that R. STAHL has assumed a guarantee, (iii) to damage claims of the Customer due to culpable damage to life, body or health, (iv) to damage claims of the Customer due to any damage caused by R. STAHL intentionally or by gross negligence, (v) to damage claims of the Customer due to other reasons than defects of the Contract Products, as well as (vi) to claims under the German Product Liability Act or in case of other mandatory statutory liability provisions. If the Customer or a subsequent customer in the supply chain sells a Contract Product to a consumer within the meaning of section 13 BGB, the provisions of section 445b BGB on a longer limitation period shall remain unaffected in case of any rights of recourse.

4. Retention of title

- 4.1 The Contract Products shall remain the property of R. STAHL until any and all claims of R. STAHL arising from its business relationship with the Customer have been paid in full.
- 4.2 In the case of current accounts, this retention of title shall serve as security for the claim for the balance to which R. STAHL is entitled.
- 4.3 The Customer may only sell the products subject to retention of title ("Products subject to Retention of Title") within the scope of normal and proper business transactions. The Customer is not entitled to pledge the Products subject to Retention of Title, grant chattel mortgages on them or make other dispositions endangering R. STAHL's title to such products. The Customer hereby assigns its receivables arising from the resale of the products to R. STAHL, and R. STAHL hereby accepts such assignment. Should the Customer sell the Products subject to Retention of Title after processing, transformation or joining of such products with other goods or together with other goods, this assignment of receivables shall only be agreed to for an amount equivalent to the price agreed to between R. STAHL and the Customer plus a safety margin of 10% of this price. The Customer is granted the revocable authorization to collect in trust the claims assigned to R. STAHL in its own name. R. STAHL may revoke such authorization and the right to resell the products if the Customer is in default of performance of material obligations such as making payment to R. STAHL; in case of revocation, R. STAHL is entitled to collect the claims itself.
- 4.4 Any processing or transformation of the Products subject to Retention of Title by the Customer shall always be performed for R. STAHL. If Products subject to Retention of Title are processed with other goods, R. STAHL shall acquire joint ownership of the new goods in the ratio of the value of the Products subject to Retention of Title to the other processed goods at the time of processing. The new goods created by way of processing shall be subject to the same provisions as applicable to the Products subject to Retention of Title.
- 4.5 Should the Products subject to Retention of Title be joined with other goods, R. STAHL shall acquire joint ownership of the new goods in the ratio of the value of the Products subject to Retention of Title to the other goods at the time of joining. Should the joining of the goods occur in such manner that the Customer's goods are to be viewed as the main goods, it shall be deemed to be agreed that the Customer assigns proportionate joint ownership to R. STAHL. The Customer shall hold the joint ownership created in such manner in custody for R. STAHL.
- 4.6 The Customer shall provide R. STAHL at all times with all desired information concerning the Products subject to Retention of Title or receivables assigned to R. STAHL under this contract. The Customer shall immediately notify R. STAHL of any attachments of or claims to the Products subject to Retention of Title by third parties and shall provide the necessary documents in this regard. The Customer shall at the same time advise the third party of R. STAHL's retention of title. The costs of a defense against attachments and claims shall be borne by the Customer.
- 4.7 The Customer is obliged to treat the Products subject to Retention of Title with care for the duration of the retention of title.



- 4.8 Should the Customer be in default of material obligations such as payment to R. STAHL, and should R. STAHL rescind the contract, R. STAHL may, notwithstanding any other rights, request surrender of the Products subject to Retention of Title and may make use of them otherwise for the purpose of satisfying its matured claims against the Customer. In such case, the Customer shall grant R. STAHL or R. STAHL's agents immediate access to the Products subject to Retention of Title and surrender the same.
- 4.9 R. STAHL undertakes to release, upon the Customer's request, any security it is entitled to if the realizable value of the security exceeds the claims to be secured by more than 10%.
- 4.10 On R. STAHL's demand, the Customer is obliged to appropriately insure the Products subject to Retention of Title for the duration of the retention of title, in particular against theft, damage caused by breakage, fire, water, and other damage. The Customer is obliged to provide R. STAHL with the respective proof of such insurance and assign the claims arising under such insurance to R. STAHL.
- 4.11 In the case of deliveries to other jurisdictions in which the foregoing provisions governing the retention of title do not have the same effect as in Germany, the Customer shall do everything to create equivalent security rights for R. STAHL without undue delay. The Customer shall cooperate in all measures such as registration, publication, etc. that are necessary and beneficial for the validity and enforceability of such security rights.

5. Product liability

If the Customer sells the Contract Product, whether unchanged or changed, whether after processing, transformation or joining with other goods, the Customer shall indemnify R. STAHL in their internal relationship against any product liability claims of third parties if and to the extent that the Customer is responsible for the defect leading to the liability also within their internal relationship.

Part 3: Additional Terms and Conditions for the Rendering of Works and Services

Section A: General Provisions

A.1. Scope of application and scope of Works and Services

- A.1.1 These Additional Terms and Conditions for the Rendering of Works and Services ("Works and Services Terms") shall apply in relation to Works (sections 631 et seqq. BGB) and Services (sections 611 et seqq. BGB) in addition to the General Terms and Conditions (cf. Part 1 above).
- A.1.2 In case of conflicts between the Works and Services Terms and the General Terms and Conditions, the Works and Services Terms shall prevail over the General Terms and Conditions to the extent this is required to resolve the conflict. In all other respects and in all other cases, the General Terms and Conditions shall apply accordingly and in addition to the Works and Services Terms.

A.2. Works and Services rendered by R. STAHL

- A.2.1 R. STAHL shall render the Works and Services in accordance with the performance description, the Works and Services Terms and pursuant to the accepted rules of technology. Technical or other standards shall only be complied with to the extent they are expressly listed in the performance description, and shall apply in the version applicable at the time of the offer.
- A.2.2 If the performance description contains any unintended gaps or ambiguities, R. STAHL is entitled to adjust the respective content of the performance description in its reasonable discretion, taking into account the Customer's interests.
- A.2.3 Works and/or Services to be rendered by R. STAHL shall not comprise the procurement and maintenance of standard software and required hardware. This shall be the Customer's sole responsibility.
- A.2.4 R. STAHL is entitled to commission subcontractors for the rendering of the Works and/or Services.
- A.2.5 To the extent installation works are required on site, the Customer shall permit R. STAHL, its vicarious agent or the Customer's third-party provider to access the installation site and make available to them all other equipment required at the installation site, and shall instruct them with respect to any specifics and accompany the Works and Services in an appropriate manner.
- A.2.6 The handling of external legal affairs, including legal advice, as well as assistance in tax matters do not fall within the scope of the services.

A.3. Remuneration

- A.3.1 Unless otherwise agreed, the services rendered by R. STAHL shall be invoiced monthly at the actual cost.
- A.3.2 If the remuneration is based on "man-days", "person-days" or the like, such a "day" shall be deemed to comprise up to eight clock hours worked by an employee on a calendar day.
- A.3.3 Travel costs, charges and other ancillary costs, as well as expenses incurred in connection with the rendering of the contractually agreed service by R. STAHL, shall be invoiced in addition and at the actual cost.

A.4. Liability for data loss

In the case of data losses, R. STAHL's liability shall be limited to the reimbursement of the costs incurred in connection with the recovery of the data from electronic backup media. The Customer's obligation to regularly perform a backup according to the state of the art shall remain unaffected.

A.5. Licenses and third-party rights

- A.5.1 Upon full payment of the agreed remuneration and, in the case of Works, upon acceptance, the Customer may, unless agreed otherwise, use the results of the Works and Service rendered to it by R. STAHL (hereinafter collectively referred to as the "**Work Results**") for its internal business purposes, worldwide and for an unlimited period of time.
- A.5.2 Section A.5.1 shall not apply to standard products that are part of the Work Results. Standard products means delimitable products or solutions by R. STAHL or third parties that are subject to separate license terms. Section A.5.1 shall not apply to any preexisting materials or solutions of R. STAHL, either. The rights to the preexisting materials or solutions of R. STAHL shall remain with R. STAHL.
- A.5.3 R. STAHL warrants that the provided Work Results do not infringe any third-party rights in case of a contractually agreed use by the Customer. The Customer shall notify R. STAHL of any third-party rights asserted against it in writing without undue delay and shall leave the legal defense and any settlement negotiations in R. STAHL's responsibility. The Customer shall assist R. STAHL to a reasonable extent free of charge.

If a right of a third party affects the contractually agreed use of a Work Result by the Customer, R. STAHL may, at its choice, (i) take lawful measures to remove the third-party rights impairing the contractual use of the Work Results or (ii) remedy the enforcement of such rights or (iii) change or replace the Work Results in a way that they no longer infringe the third-party rights.

The Customer shall not have any claims arising due to defects in title if the Work Results were changed by the Customer or third parties, unless the Customer proves that the infringement was not caused by the change.

Section B: Specific Provisions for Services

B.1. Scope of Services

The content and scope of offers shall exclusively be determined on the basis of the R. STAHL performance description. In the case of Services, R. STAHL does not owe the achievement of the specified project target and/or the suitability of the results for a specific purpose or the further processing or use of the results by the Customer.

B.2. Rights of the customer in case of Services not rendered or not rendered as contractually agreed

B.2.1 R. STAHL shall render all Services professionally and expertly in accordance with the industry standard. In case of a service not rendered or not rendered as contractually agreed, R. STAHL is entitled to render or repeat the Service properly to the extent this is possible and reasonable for the Customer. The Customer shall only be entitled to further rights and claims pursuant to the statutory provisions if it has requested R. STAHL to properly render or repeat the Service within a period of at least 14 days and this grace period has expired to no avail, unless granting a grace period is unnecessary.

B.2.2 The limitation period for the Customer's rights in case of services not rendered or not rendered as contractually agreed shall be 12 months as of the commencement of the statutory limitation period pursuant to section 199 BGB.

B.3. Termination

Unless the service contract (*Dienstvertrag*) has a fixed term or unless otherwise agreed, service contracts may be terminated in writing by either party at any time upon two weeks' notice as per the end of any month. The rights under section 626 BGB shall remain unaffected.

Section C: Specific Provisions for Works

C.1. Scope of Works

The content and scope of offers shall exclusively be determined on the basis of the R. STAHL performance description. In case of Works, R. STAHL shall make economically reasonable efforts to provide the Customer with the work as agreed by the parties. Unless contractually agreed otherwise, R. STAHL shall not assume any warranty for the work's suitability for a specific purpose or the further processing or use of the work by the Customer.



C.2. Acceptance

C.2.1 Any Works to be rendered by R. STAHL shall be subject to acceptance.

C.2.2 Upon completion, R. STAHL shall make the works available to the Customer for acceptance. Unless otherwise agreed, the Customer shall accept the works within 7 days after they were made available if the created works do not have any defects that preclude acceptance.

If the Works are not accepted within 7 days after they were made available, R. STAHL is entitled to request acceptance by the Customer in writing, setting a deadline of at least 14 days. Upon expiry of this renewed deadline, the Works shall be deemed accepted.

C.2.3 In case of a software implementation or system integration, the parties shall mutually agree on the process and scope of the acceptance test upon the commencement of the performance of the contract. Any defects precluding acceptance shall be defects of classes 1 and 2 pursuant to the following classification.

A class 1 defect is a deviation resulting in the work to be accepted or an integral part thereof not being usable by the Customer.

A class 2 defect is a deviation causing substantial restrictions of use in material functions of the work which cannot be avoided for an appropriate period of time reasonable for the Customer.

Class 3 defects are all other deviations from the agreed quality of the work.

C.2.4 The Customer shall document the result of the acceptance test including any defects and their classification in an acceptance protocol. If the Customer rightfully denied acceptance, R. STAHL shall remove the defects. After that, the necessary parts of the acceptance test shall be repeated.

C.3. Customer's rights in case of defects

C.3.1 The unconditional acceptance of the work shall exclude all of the Customer's rights and claims in connection with defects to the Works that were already identifiable at the time of acceptance. The assertion of claims in connection with defects that were not identifiable upon acceptance shall be excluded unless the Customer notifies R. STAHL of the defects in writing without undue delay after their detection.

C.3.2 The Customer's rights based on defects shall be subject to Sections 3.3 through 3.5 of the Terms of Sale (cf. Part 2 above), which shall apply accordingly.

In case of defects in quality precluding acceptance pursuant to Section C.2.3, the Customer is entitled to rescind the contract if Subsequent Performance definitely failed. The definite failure shall be determined taking into account the complexity and the circumstances of the removal of the defects in quality.



C.3.3 The limitation period for the Customer's claims for defects shall be 12 months as of the date of acceptance. This period shall not apply (i) to the Customer's rights in case of defects concealed in bad faith or caused intentionally, (ii) if and to the extent that R. STAHL has assumed a guarantee, (iii) to damage claims of the Customer due to culpable damage to life, body or health, (iv) to damage claims of the Customer due to any damage caused by R. STAHL intentionally or by gross negligence, (v) to damage claims of the Customer due to other reasons than defects of the Contract Products, as well as (vi) to claims under the German Product Liability Act or in case of other mandatory statutory liability provisions.

C.4. Termination

The Customer may terminate contracts for work (*Werkverträge*) in writing at any time with a notice period of 4 weeks as per the end of a month. In this case, R. STAHL is entitled to request the agreed remuneration already incurred pursuant to Section A.3.