

General Terms and Conditions

I. General

1. All deliveries and services are subject to these terms and conditions as well as any separate contractual agreements. Deviating terms and conditions of purchase of the customer shall not become part of the contract even if the order is accepted. Our offers are subject to change and non-binding. In the absence of a special agreement, a contract is concluded with the supplier's written order confirmation.
2. If other terms and conditions have been agreed in writing for the transactions between the contracting parties, our terms and conditions shall apply to the part not regulated therein.
3. The supplier reserves the right to samples, cost estimates, drawings and the like. The Supplier reserves the right of ownership and copyright to samples, cost estimates, drawings and similar information of a physical and non-physical nature - including in electronic form; they may not be made accessible to third parties. The Supplier undertakes to make information and documents designated as confidential by the Purchaser accessible to third parties only with the Purchaser's consent.

II Price and payment

1. Unless otherwise agreed, the prices are ex works, including loading at the factory, but excluding packaging and unloading. Value added tax at the respective statutory rate shall be added to the prices.
2. If no other written payment agreements exist, the following shall apply: For machine deliveries, the payment agreements according to the order confirmation shall apply, for spare parts according to the invoice.
3. If the Purchaser fails to meet its payment obligation, the Supplier shall charge interest on arrears at a rate of 2% per month (pro rata for partial months) of the outstanding payment amount.
4. The purchaser shall only be entitled to withhold payments or offset them against counterclaims to the extent that his counterclaims are undisputed or have been legally established

III. Delivery time, delay in delivery

1. The delivery time is determined by the agreements between the contracting parties. The supplier's adherence to the delivery time requires that all commercial and technical questions between the contracting parties have been clarified and that the customer has fulfilled all obligations incumbent upon him, such as the provision of the necessary official certificates or approvals or the payment of a deposit. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if the supplier is responsible for the delay.
2. Compliance with the delivery period is subject to correct and timely delivery to the supplier. The supplier shall inform the customer as soon as possible of any impending delays.
3. The delivery deadline shall be deemed to have been met if the delivery item has left the Supplier's works by the time it expires or readiness for dispatch has been notified. If acceptance is to take place, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - or alternatively the notification of readiness for acceptance.
4. If dispatch or acceptance of the delivery item is delayed for reasons for which the customer is responsible, the customer shall be charged the costs incurred as a result of the delay, starting one month after notification of readiness for dispatch or acceptance.
5. If non-compliance with the delivery time is due to force majeure, labor disputes or other events beyond the Supplier's control, the delivery time shall be extended accordingly. The Supplier shall inform the Purchaser of the beginning and end of such circumstances as soon as possible.
6. The Purchaser may withdraw from the contract without setting a deadline if the entire performance becomes finally impossible for the Supplier before the transfer of risk. Furthermore, the Purchaser may withdraw from the contract if, in the case of an order, the execution of part of the delivery becomes impossible and the Purchaser has a justified interest in rejecting the partial delivery. If this is not the case, the customer must pay the contract price for the partial delivery. The same applies if the supplier is unable to deliver. Otherwise, Section VII.2 shall apply. If the impossibility or inability occurs during the delay in acceptance or if the Purchaser is solely or predominantly responsible for these circumstances, it shall remain obliged to provide consideration.
7. If the Supplier is in default, the Purchaser shall set a reasonable deadline for performance after the due date - taking into account the statutory exceptions -

and if the deadline is not met, the Purchaser shall be entitled to withdraw from the contract within the framework of the statutory provisions. If no other written compensation for delay has been jointly defined, there is no such compensation. Further claims arising from delay in delivery shall be determined exclusively in accordance with Section VII.2 of these Terms and Conditions.

IV. Transfer of risk, acceptance

1. The risk shall pass to the customer when the delivery item has left the factory, even if partial deliveries are made or the supplier has assumed other services, e.g. shipping costs or delivery and installation.
2. If dispatch or acceptance is delayed or does not take place as a result of circumstances for which the Supplier is not responsible, the risk shall pass to the Purchaser on the day of notification of readiness for dispatch or acceptance.
3. Partial deliveries are permissible, insofar as reasonable for the Buyer.

V. Retention of title

1. The Supplier shall retain title to the delivery item until all payments arising from the delivery contract have been received.
2. The Supplier is entitled to insure the delivery item against theft, breakage, fire, water and other damage at the Customer's expense, unless the Customer has demonstrably taken out the insurance himself.
3. The customer may not sell, pledge or assign the delivery item as security. In the event of seizure, confiscation or other dispositions by third parties, he must inform the supplier immediately.
4. In the event of breach of contract by the Purchaser, in particular default in payment, the Supplier shall be entitled to take back the delivery item after issuing a reminder and the Purchaser shall be obliged to surrender it.
5. Due to the retention of title, the supplier can only demand the return of the delivery item if he has withdrawn from the contract.
6. An application for the opening of insolvency proceedings shall entitle the Supplier to withdraw from the contract and to demand the immediate return of the delivery item.

VI. Claims for defects

For material defects and defects of title in the delivery, the supplier shall, to the further claims - subject to Section VII - as follows as follows:

Material defects

1. All parts which prove to be defective because of a circumstance prior to the transfer of risk shall be repaired or replaced free of defects at the discretion of the Supplier. The discovery of such defects must be reported to the supplier immediately in writing. Replaced parts shall become the property of the supplier.
2. After consultation with the Supplier, the Purchaser shall give the Supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which the Supplier deems necessary; otherwise, the Supplier shall be released from liability for the resulting consequences. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case the Supplier must be notified immediately, shall the Purchaser have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Supplier.
3. Of the direct costs arising from the repair or replacement delivery, the Supplier shall bear the costs of the replacement part, including shipping, insofar as the complaint proves to be justified. He shall also bear the costs of removal and installation as well as the costs of any necessary provision of the necessary fitters and assistants, including travel costs, insofar as this does not result in a disproportionate burden on the Supplier.
4. Within the framework of the statutory provisions, the Purchaser shall have the right to withdraw from the contract if the Supplier - considering the statutory exceptions - allows a reasonable deadline set for the repair or replacement delivery due to a material defect to expire fruitlessly. If there is only an insignificant defect, the customer shall only be entitled to a reduction of the contract price. The right to reduction of the contract price shall otherwise be excluded. Further claims shall be determined in accordance with Section VII. 2 of these terms and conditions.
5. No warranty shall be assumed in the following cases in particular: Unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work,

unsuitable building ground, chemical, electrochemical or electrical influences - insofar as the Supplier is not responsible for them.

6. If the customer or a third party carries out improper repairs, the supplier shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without the prior consent of the supplier.

Defects of title

7. If the use of the delivery item leads to an infringement of industrial property rights or copyrights in Germany, the Supplier shall, at its own expense, procure the right for the Purchaser to continue using the delivery item or modify the delivery item in a manner that is reasonable for the Purchaser so that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the customer shall be entitled to withdraw from the contract. Under the aforementioned conditions, the Supplier shall also be entitled to withdraw from the contract. In addition, the Supplier shall indemnify the Purchaser against undisputed or legally established claims of the owners of the industrial property rights concerned.
8. Subject to Section VII.2, the obligations of the Supplier specified in Section VI. 7 are conclusive in the event of an infringement of property rights or copyrights.

They shall only apply if

- the Purchaser informs the Supplier immediately of any asserted infringements of industrial property rights or copyrights,
- the Purchaser supports the Supplier to a reasonable extent in the defense against the asserted claims or enables the Supplier to carry out the modification measures in accordance with Section VI. 7,
- the Supplier reserves the right to take all defensive measures, including out-of-court settlements,
- the defect of title is not based on an instruction of the Purchaser and
- the infringement of rights was not caused by the fact that the Purchaser modified the delivery item without authorization or used it in a manner not in accordance with the contract.

VII. Liability

1. If the delivery item cannot be used by the customer in accordance with the contract due to the fault of the supplier as a result of omitted or faulty execution of suggestions and advice made before or after conclusion of the contract or due to the breach of other contractual secondary obligations - in particular instructions for operation and maintenance of the delivery item - the provisions of sections VI and VII.2 shall apply accordingly to the exclusion of further claims by the customer.
2. The Supplier shall only be liable for damage that has not occurred to the delivery item itself - for whatever legal reasons
 - a. in the case of intent,
 - b. in the event of gross negligence on the part of the owner/the executive bodies or executive employees,
 - c. in the event of culpable injury to life, limb or health,
 - d. in the event of defects which he has fraudulently concealed or the absence of which he has guaranteed,
 - e. in the event of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items.

In the event of culpable breach of material contractual obligations, the Supplier shall also be liable for gross negligence on the part of non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damage typical of the contract. Further claims are excluded.

VIII. Statute of limitations

All claims of the customer - on whatever legal grounds - shall become time-barred after 12 months. The statutory periods shall apply to claims for damages in accordance with Section VII. 2 a - e. They shall also apply to defects in a building. They shall also apply to defects in a building or to delivery items that have been used for a building in accordance with their normal use and have caused its defectiveness.

IX. Use of software

If software is included in the scope of delivery, the customer shall be granted a non-exclusive right to use the software supplied, including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited. The customer may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 69 a ff. UrhG). The Purchaser undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the prior express consent of the Supplier.

of the Supplier. All other rights to the software and the documentation, including copies, shall remain with the Supplier or the software supplier. The granting of sublicenses is not permitted.

X. Export Controls and Sanctions

To the extent applicable under EU sanctions laws, the Buyer shall neither directly nor indirectly sell or export any goods supplied under or in connection with this Agreement to any country or territory subject to EU sanctions, including but not limited to Russia and Belarus, or for use therein. The Buyer shall ensure that any onward sale or transfer of the goods is subject to obligations equivalent to those set out in this clause and shall take all reasonable measures to ensure compliance by such third parties.

XI. Applicable law, place of jurisdiction

1. All legal relationships between the Supplier and the Customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to legal relationships between domestic parties.

2. The place of jurisdiction is the court responsible for the supplier's registered office. However, the supplier is entitled to bring an action at the customer's headquarters.
3. Should individual provisions of the contract be null and void, the remaining parts of the contract shall remain unaffected. This shall not apply if adherence to the contract could result in unreasonable hardship for one of the parties.
4. Subsidiary agreements must be made in writing to be effective.

Renzmann GmbH