

General Terms and Conditions of Delivery and Payment(stand september 2021)

Telephone: + 49 (0) 6045 954438

Fax: + 49 (0) 6045 954445

Internet: www.deske.de

Mobile: + 49 (0) 151 16524617

E-Mail: info@deske.de

Page 1 of 2

1 OFFER, CONCLUSION OF CONTRACTS

- (1) Our offers are subject to change.
- (2) These General Terms and Conditions apply to all deliveries and services. We do not acknowledge any conflicting or deviating conditions from our Terms of Sale and Delivery
- (3) Contracts are only legally valid on the basis of our written order confirmation. The issuance of an invoice is equivalent to the formal confirmation of order.
- (4) Changes and/or additions to the terms and conditions of the contract must always be made in writing.
- (5) Our general terms and conditions apply only to merchants in the legal sense, legal persons under public law and to special funds under public law.
- (6) Our general terms and conditions shall also apply to future transactions with the customer. The following terms and conditions have priority over the customer's terms and conditions that differ in terms of content. The waiver by the customer of the validity of any own terms and conditions shall not be eliminated by our silence or our performance. Any deviation from the following conditions requires our written confirmation in individual cases.
- (7) Documents belonging to our offers (such as illustrations, drawings, procedures, weight and dimensions) are only approximate unless we have expressly designated them as binding.
- (8) We reserve the property rights and copyrights to our cost estimates, drawings, procedures and other documents. They may only be made accessible to third parties by the customer with our express written consent (prior written consent). The same applies to us with regard to the plans, drawings or comparable documents expressly designated as confidential by the customer.
- (9) It should be noted that we only sell all delivery products to end customers and are not intended for intermediaries.

2 PRICES, PAYMENTS, CONSEQUENCES OF DELAY, PROHIBITION OF OFFSETTING AND/OR OF RESTRAINT

- (1) Our prices are in Euros. They are valid ex-works (FCA, Incoterms 2020) plus the Turnover tax at a level set by law . Packaging and transport costs are listed separately in the offer. These costs are not part of the price of the delivered product. Should the customer wish a different arrangement regarding the packaging/transport costs, this shall be agreed separately in the case of the order.
- (2) Customs and import charges may be levied by customs authorities in the case of cross-border shipment as soon as the ordered delivery product has reached the country of the customer. All fees for customs clearance shall be borne by the purchaser. We have no control over these fees and cannot predict the exact amount. The purchaser must comply with the respective national regulations and must therefore bear all charges and costs directly to the authorities.
- (3) Changes to the basis of calculation entitle us to recalculation. We reserve the right to increase our prices if, after the conclusion of the contract, material price increases, in particular raw material price increases or increases in energy costs occur. We shall provide proof of this to the customer upon written request.
- (4) Payment is to be made without any deduction at our company headquarters. The detailed terms of payment shall be agreed separately. The deduction of discount requires a special written document in the order, order confirmation or invoice.
- (5) Our invoices are due upon receipt. We accept bills of exchange or cheques for payment and subject to unlimited discount. Discount charges and exchange tax shall be borne by the purchaser. Even if we do not discount a bill of exchange, interest on our receivable is payable at the usual bank rate during the term. We assume no liability for timely submission, protest, notification or rejection in the event of non-payment.
- (6) If the purchaser exceeds the payment deadline by more than 30 days, we shall be entitled to demand interest on arrears in the amount of 8% above the respective base interest rate of the European Central Bank (ECB). In this case, we are also entitled to make all claims against the customer due, even if they are deferred and/or securitized by discounted bills of exchange. At the same time, we may in this case withdraw from the contract or demand compensation for non-performance and make further deliveries subject to advance payments by the purchaser.
- (7) Offsetting and/or retention of payments due to claims of the customer disputed by us are not permitted. The purchaser is entitled to set-off rights only if his counterclaims are legally established, undisputed or recognised by us. Due to disputed counterclaims, the customer is also not entitled to a right of retention. The assertion of the right of retention is also excluded insofar as the claims are not based on the same contractual relationship. Credits are given expressly for the purpose of offsetting. There is no entitlement to a payment.
- (8) In case of doubt about the solvency of the customer, we reserve the right to demand advance payments or security. If we become aware that the Purchaser has been impounded to no avail or if we receive information about the loss of the Purchaser's assets, we shall be entitled to withdraw from the contract by offsetting the expenses incurred.

3 DELIVERY DEADLINE, STORAGE MONEY

- (1) Delivery times and dates are non-binding for us, unless they are expressly agreed as binding. The delivery period shall be deemed to have been met if the goods have left our location within the agreed delivery period or if we have notified you that they are ready for dispatch.
- (2) The commencement of the delivery period specified by us or agreed with us presupposes the clarification of all technical questions, the delivery of the documents to be supplied by the customer, the necessary approvals and approvals, in particular of binding plans/binding order data/binding drawings, as well as compliance with the agreed terms of payment and the fulfilment of other cooperative actions by the customer.
- (3) Compliance with our delivery obligations also presupposes timely and proper fulfilment of the customer's obligation. A further prerequisite is the sufficient availability and proper supply of the materials/components/documents/operating materials necessary for the production of the delivered product by our suppliers. The objection of non-performance of the contract remains reserved.
- (4) All events beyond our control, including cases of force majeure (such as war, blockade, fire, riot, strike, lockout, operational disruptions at our premises or our suppliers or transport companies) as well as unforeseeable administrative measures, entitle us at our option to withdraw from the contract, to deliver partial deliveries as far as possible, or postpone the delivery date for the duration of the handicap.
- (5) If the customer is in default of acceptance or culpably violates our obligations to cooperate, we shall be entitled to demand compensation for the damage caused to us in this respect, including any additional expenses. Further claims remain reserved.
- (6) If we are in default, the purchaser may withdraw from the contract if we have not delivered within a period of grace of at least four weeks (§326 BGB). In such cases, the purchaser may only demand compensation if he proves to us intent or gross negligence. Insofar as the customer proves that he has suffered damage as a result of the delay, compensation of a maximum of 0.5% of the price of the defaulted delivery product or service shall be claimed for each full week of the delay, but in no case more than 5% of the value of the delivery product or service in total. Claims for damages, regardless of whether from contract or law, which go beyond this, are excluded. The foregoing shall not apply to the extent that liability is mandatory by law in cases of intent or gross negligence.
- (7) If dispatch is delayed at the request or due to the fault of the purchaser, we may demand a storage fee of 0.5% of the invoice amount for each month commenced, beginning one month after notification of readiness for dispatch.

4 TRANSFER OF RISK, TRANSPORT INSURANCE

- (1) The risk passes to the customer as soon as the delivered product has been handed over to a transport company (FCA, Incoterms 2020). This also applies if freight-free delivery has been agreed.
- (2) If dispatch is delayed at the request or due to the fault of the purchaser, the risk shall pass to the purchaser upon receipt of the notification of readiness for dispatch.
- (3) We only use transport companies that are insured against transport damage/risks. Should the pick-up/transport be organised or carried out directly by the Purchaser, the Purchaser shall provide insurance against transport damage/risk.
- (4) The Purchaser is obliged to name one or more persons within a reasonable period of time before delivery of the delivered product, the accompanying documents, the documentation and the signing of the delivery documents and accompanying documents by the Purchaser. This applies in particular if the delivery product is to be delivered to a place other than the place of business of the customer. If no such information is given, the persons who have actually received the delivered product shall be deemed to be entitled to receive the delivered product and authorised to sign the delivery documents (delivery note and other accompanying documents).
- (5) If no person designated by the Purchaser is present at the specified place on the agreed date or if such person or other persons are not entitled to accept the delivered product, the Purchaser shall default in acceptance with the consequence that the risk shall pass to him. In addition, he shall bear the additional costs incurred as a result of a new delivery.
- (6) Partial deliveries are permitted.
- (7) The customer may not refuse to accept the delivery product due to insignificant defects.

5 ASSEMBLY, COMMISSIONING

- (1) The customer shall prepare the installation or commissioning site in accordance with the applicable accident prevention regulations and other official safety regulations in such a way that the execution of the order can begin immediately after the arrival of our staff. Plans or information necessary for the execution of the order must be communicated to us on request in good time before the start of the work.
- (2) If we assemble and commission the machines and/or other systems supplied by us in accordance with the agreement, we provide the fitters. The costs incurred, in particular for travel, working and waiting time, as well as the proceeds, shall be borne by the purchaser.
- (3) The customer shall provide us with the necessary equipment and lifting equipment as well as sufficient auxiliary personnel free of charge.

General Terms and Conditions of Delivery and Payment(stand september 2021)

Telephone: + 49 (0) 6045 954438

Fax: + 49 (0) 6045 954445

Internet: www.deske.de

Mobile: + 49 (0) 151 16524617

E-Mail: info@deske.de

Page 2 of 2

- (4) The customer is responsible for ensuring that all required bricklayers, concrete and slab work are carried out in such a way that installation can be started immediately. The purchaser shall ensure sufficient power connection at the construction site, suitable and sufficient storage spaces and suitable access routes for heavy vehicles. In doing so, the applicable regulations of the relevant electricity supply companies and all other regulatory regulations and requirements must be observed.
- (5) If the client fails to fulfil his obligations to prepare and cooperate, we are entitled, but not obliged, after prior notice, to take the actions incumbent upon the client on his behalf and at his expense. Otherwise, our legal claims and rights remain unaffected.

6 LIABILITY FOR DEFECTS, GUARANTEE

- (1) The customer shall inspect the delivered product immediately after its arrival. Complaints of defects must be notified in writing within one week of arrival, in the case of hidden damages within three days of their detection. At the same time, we shall be given the opportunity to inspect the delivered product immediately.
- (2) The customer is obliged to do everything possible to keep the damage as low as possible.
- (3) For material and legal defects, we shall perform to the exclusion of further claims. If the customer reports such a defect within the warranty period, we are obliged to remedy the defect at our discretion within a reasonable period free of charge by rectification or delivery of a defect-free delivery product.
- (4) A warranty is void if the delivered product has not been properly stored or maintained; in the case of machinery, any intervention by third parties results in the exclusion of the warranty.
- (5) Warranty is excluded if the customer himself repairs or has it repaired without our consent.
- (6) After the start of the processing of the delivered product, complaints of defects are excluded.
- (7) If our efforts to rectify defects fail, the purchaser may demand a reduction of the price or a redemption of the contract. The customer's claims for further damages are limited to cases in which intent or gross negligence is proven to us.
- (8) We do not guarantee any defects resulting from natural wear and tear (especially in the case of wearing parts) or improper handling of the delivered product. We are not liable for defects that are based on changes or repairs improperly made by the customer or third parties.
- (9) All warranty claims are time-barred no later than twelve months from the transfer of risk of the delivered product or the completion of assembly.
- (10) The customer may only claim compensation for direct damage, but not for indirect and/or consequential damage.
- (11) Insofar as the liability for damages towards us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, associates, employees, representatives and vicarious agents.
- (12) For software, the following applies: We guarantee the conformity of the software provided to the customer with the program specifications, provided that the software has been installed on our associated systems in accordance with our guidelines/requirements. Software defects are only those defects that can be reproduced at any time. We undertake to rectify software defects that affect the contractual use, not only by copyright, at our option and depending on the importance of the defect, by sending an improved version of the software or by providing information on how to eliminate or circumvent the effects of the defect.

7 SOFTWARE RIGHTS

- (1) The customer is granted a non-exclusive and non-transferable right of use for the internal operation of the delivery product for which the programs are supplied for programs and associated documentation and subsequent supplements. Making them accessible to third parties requires our prior written consent. Except for a backup copy, duplication is not permitted. In addition, the training, instruction, etc. of third parties with the software and the associated documentation is not permitted.
- (2) We only provide source programs including the associated documentation on the basis of a separate written agreement.

8 RETENTION OF TITLE SECURITY

Our deliveries are made under retention of title according to §455 BGB and the following conditions.

- (1) The delivery product remains our property until the agreed price has been paid in full, including all ancillary claims (in the case of payment by check and bill of exchange until their encashment) and until all claims arising from the business relationship have been settled. In the case of a current account, the retention of title applies as security for the balance claim.
- (2) The processing/use of the delivered product which is still in our ownership always takes place on our behalf, without incurring any liabilities for us. In the event that the Purchaser's ownership or co-ownership of the new item arises as a result of connections with other items, the Purchaser shall already transfer these ownership rights to us proportionately. He keeps the item for us free of charge and with commercial care.
- (3) The customer is obliged to treat the delivered product with care, in particular he is obliged to insure the delivered product at his own expense against fire, water and theft damage sufficiently at the new value. Insofar as maintenance and inspection work is required, the purchaser must carry out such work in good time at his own expense.
- (4) If the delivered product is transferred to the property of the landowner by means of a fixed connection with the foundations, the customer assigns with our delivery the claim owed to him against the client or client of these works already to us for security purposes in the amount of the invoice value of our delivery. We accept this assignment now.
- (5) If the delivery product is sold by the purchaser to a third party, the purchaser's claim against his contractual partner shall be deemed to have been assigned to us as of the date of the sale until all his payments from the contract concluded with us have been received. We are already accepting this assignment.
- (6) The customer may – as long as the retention of title exists – neither pledge nor transfer the delivered product as security. In the event of a credit transfer of the delivered product, regardless of its condition, the receivable owed to the purchaser shall be transferred to us for security reasons. We are entitled to inform the third party of the transfer of receivables if the customer is in default of payment or if a reduced credit and/or solvency occurs. In the event of seizure or seizure of the reserved goods by third parties, the customer shall immediately notify us and confirm this in writing.
- (7) The assertion of the retention of title does not constitute a withdrawal from the contract.

9 APPLICABLE LAW, PLACE OF PERFORMANCE AND JURISDICTION

- (1) Our place of jurisdiction is the District Court of Büdingen (63654 Büdingen). However, we are also entitled to sue the customer at his place of residence.
- (2) The law of the Federal Republic of Germany applies exclusively, also in relation to foreign contractual partners. The validity of international sales law, in particular the UN sales law (CISG from 1980) and international agreements is excluded.
- (3) Unless otherwise stated in the order confirmation, our place of business is the place of performance.