

## General Terms and Conditions of conveo GmbH, 57368 Lennestadt, An der Chemischen 2

### § 1 Scope

1. The terms and conditions apply to all current and future business relationships such as quotes, deliveries and services between us and the customer, insofar as these are entrepreneurs within the meaning of Section §14 of the German Civil Code (BGB).
2. Conditions of the customer that contradict or deviate from our conditions will not be recognized, even if we are aware of them, unless we have expressly agreed to their validity.
3. The following terms and conditions also apply if conveo carries out the delivery to the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.
4. Subsidiary agreements or additions that deviate from our terms and conditions only apply to transactions for which they have been expressly agreed. They are neither retroactive nor do they apply to future business unless they are confirmed again in writing.

### § 2 Quotes and conclusion of contract

1. Quotes are always subject to change and non-binding, also regarding the price information. Associated concept drawings, images, weights, or dimensions are only approximate unless they are expressly designated as binding.
2. Telephone or verbal communications require confirmation in writing or text form to be legally effective.
3. Information in quotes and / or order confirmations from conveo that are based on an obvious mistake, e.g., a typing or calculation error, do not oblige the entrepreneur. Rather, the obviously intended explanation applies.
4. The quote documents, drawings, descriptions, samples, and cost estimates are reserved regarding property and copyright of conveo. They may not be passed on, reproduced, or otherwise made accessible to third parties without his consent.
5. Our written order confirmation is decisive for the conclusion of the contract and the scope of the service.
6. If, after the conclusion of the contract, facts arise that give rise to doubts about the customer's creditworthiness or justified doubts about the contractual fulfillment of the contractual obligations of the customer, conveo can refuse the performance incumbent on it or provide the reason after setting a reasonable deadline if the requirements of §321 Para. 2 BGB withdraw from the contract.

### §3 Prices, price changes

1. Unless otherwise stated, the prices do not include the statutory sales tax, which is shown separately and charged additionally.
2. The prices do not include the costs for packaging, freight, and insurance.
3. If there are more than four months between the conclusion of the contract and the agreed and / or actual delivery date, the prices of the entrepreneur valid at the time of delivery or provision apply. In the event of any price increases for material or price increases from sub-suppliers, increases in wage and transport costs or other unexpected cost increases, the entrepreneur is entitled to renegotiate the prices to re-set the prices.

#### **§ 4 Delivery times**

1. Delivery times and dates are non-binding and apply subject to correct and timely delivery to us unless a binding delivery time has been promised in writing.
2. The deadline for deliveries and services begins with the dispatch of the order confirmation, but also assumes the timely receipt of all required documents and data (e.g., CAD tool data, technical documentation, etc.) by the customer. If these requirements are not met, the delivery time will be extended accordingly.
3. If the service or delivery is delayed due to force majeure, strikes, lockouts, official interventions, as well as the occurrence of unforeseen obstacles such as fire, flooding, extreme weather conditions, accidents, material shortages, delays by suppliers or sub-suppliers, the delivery is extended accordingly.
4. The duration of a grace period to be set by the customer in the event of a delay in performance according to the statutory provisions is set at 15 working days, which begins with the receipt of the grace period by the entrepreneur.
5. Before the grace period has expired, all further claims by the customer due to the delay in delivery are excluded.

#### **§ 5 Shipment and transfer of risk**

1. The risk passes to the purchaser as soon as the shipment has been handed over to the person carrying out the transport or has left the company's facility for the purpose of shipment. If the dispatch is delayed or not carried out at the request of the customer, the risk is transferred to him when the readiness for dispatch is reported.
2. At the request of the customer, deliveries will be insured in his name and on his account.

#### **§ 6 Retention of title**

1. Until the final and full payment of the purchase price, the entrepreneur retains ownership of the delivered items (reserved items). In addition, the entrepreneur retains ownership of the reserved items until all claims to which the entrepreneur is entitled for any legal reason have been met.
2. Until the fulfillment of all claims to which the entrepreneur is entitled against the customer for any legal reason, the entrepreneur retains ownership of the delivered items (reserved items).
3. The customer is obliged to notify the entrepreneur immediately in writing of any seizure of the reserved items and to inform the pledgee of the retention of title. The customer is not entitled to sell, give away, pledge or transfer as security the items delivered to him under retention of title - except in the cases of the following paragraphs.
4. If the delivery is made for a business operated by the customer, the items may be resold within the framework of proper business management. In this case, the purchaser's claims against the customer from the sale are already now assigned to the entrepreneur. If the items are resold on credit, the customer must retain ownership of the goods in relation to his customer. The customer hereby assigns the rights and claims from this reservation of title to the customer to the entrepreneur.

5. Any treatment or processing of the reserved items by the customer will be carried out by the customer free of charge for the entrepreneur. When processing, combining, mixing, or blending the reserved items with other goods that do not belong to the entrepreneur, the entrepreneur has the resulting co-ownership share in the new item in the ratio of the factor value of the reserved items to the other processed goods at the time of processing, combining, mixing, or blending too. If the purchaser acquires sole ownership of a new item, the contracting parties agree that the purchaser grants the entrepreneur co-ownership of the new item in proportion to the factor value of the processed or connected, mixed, or blended reserved items and this free of charge for the supplier kept. If the reserved items are resold together with other goods, regardless of whether they have been processed, combined, mixed, or blended with or after processing, the advance assignment agreed in Section 3 above shall only apply in the amount of the factor value of the reserved items which are resold together with the other goods have been.
6. If the reserved items are built into the property of a third party by the purchaser or on his behalf as an essential component, the purchaser already now takes any claims against the third party or the person concerned for remuneration with all ancillary rights, including the granting of a security mortgage to the entrepreneur.
7. If reserved items are built into the property of the customer as essential components, the customer already now assigns the claims arising from the sale of the property or property rights with all ancillary rights to the entrepreneur.
8. If the value of the securities existing for the entrepreneur according to the above provisions exceeds the value of the company's claims - not only temporarily - by a total of more than 20%, the entrepreneur is obliged to release securities of his choice at the request of the customer.
9. If the customer does not fulfill his obligations towards the entrepreneur or not punctually and / or if he interferes in an impermissible manner with the items delivered under retention of title, the entrepreneur can, without prejudice to his right to fulfillment of the contract, demand the surrender of the items, provided that a reasonable deadline set for the customer to fulfill his obligations has elapsed without success. If the customer has fulfilled the contract, the entrepreneur must return the items. The above regulation does not apply to installment transactions that are subject to the Consumer Credit Act.

## **§ 7 Payment**

1. Unless otherwise agreed, the customer undertakes to pay the purchase price strictly net within 30 days of the invoice date without any deduction, or within 10 days of the invoice date with a 2% discount.  
After the deadline has expired, the customer is in default of payment without any further reminder.
2. If the payment term is exceeded, we are entitled to charge default interest at the statutory rate from the due date.
3. Discount will only be granted if there are no overdue payments outstanding.
4. Offsetting by the customer is only permitted if the claims made for offsetting are legally established, undisputed, or recognized. In all other cases, offsetting is excluded. The customer is also only entitled to a right of retention in the case of legally established, undisputed, or recognized counterclaims.
5. In the case of an order value of less than € 50.00 net, we reserve the right to charge a minimum quantity surcharge of € 25.00 net. No discount is granted for these orders.

## **§ 8 Warranty/defects**

1. In the case of obvious defects, notifications of defects must be made immediately, at the latest within 3 days of receipt of the goods, with a precise description of the facts. Complaints about hidden defects and such defects that are only recognizable after the machines and tools have been put into operation must be made to us immediately after their discovery, with a precise description of the facts.
2. In the case of justified and timely notification of defects, our warranty is provided within the framework of the statutory provisions, excluding further claims, at our option in the form of repair by us or by third parties, by replacing parts or by replacement delivery. If a new and justified complaint is made by the purchaser after such a defect has been resolved and he cannot be expected to tolerate further improvements or replacement deliveries, the purchaser then has the option of reducing the purchase price or canceling the contract - as far as the defective goods are concerned.
3. We reserve the right to separately invoice the customer for all costs for checking the goods in the event of a complaint without any reason. The defective items are to be kept ready for inspection by the entrepreneur in the condition in which they were at the time the defect was discovered.
4. The warranty period begins on the date of delivery or acceptance and is 12 months unless a longer warranty period is required by law. The warranty only includes parts, but no wear parts and service or assembly on site.
5. Insignificant, reasonable deviations, dimensions, and designs - especially in the case of repeat orders - do not entitle to complaints, unless the absolute compliance with parameters has been expressly agreed.
6. Technical improvements and necessary technical changes are also deemed to be in accordance with the contract, provided they do not represent a deterioration in usability.
7. If the company's operating or maintenance instructions are not followed, changes are made to the products, parts are exchanged or consumables are used that do not correspond to the original specifications, then any warranty is void if the customer makes an appropriately substantiated claim that one of these circumstances caused the defect, not refuted.
8. Liability for normal wear and tear is excluded.
9. The above provisions of this paragraph do not apply to the sale of already used items to companies within the meaning of Section 14 of the German Civil Code (BGB). These are delivered without any warranty.
10. If the entrepreneur is available to the customer beyond his legal obligations to provide information regarding the use of his product, he is only liable according to § 7 if a special fee has been agreed for this.

## **§ 9 Limitation of liability**

1. We are liable in accordance with the provisions of the Product Liability Act and in cases of inability and impossibility for which we are responsible. Furthermore, we are liable for damages in accordance with the statutory provisions in cases of willful intent, gross negligence, when assuming a guarantee and in the event of an injury to life, body, or health for which we are responsible, as well as for claims under data protection law in accordance with the General Data Protection Regulation (GDPR). If we otherwise violate a cardinal obligation or an essential contractual obligation with simple negligence, our obligation to pay compensation is limited to the foreseeable damage typical for the contract. In all other cases of liability, claims for damages due to the breach of an obligation arising from the contractual relationship as well as due to tort are excluded, so that we are not liable for lost profit or other financial losses of the customer.

2. Insofar as our liability is excluded or limited based on the above provisions, this also applies to the personal liability of our employees, workers, employees, representatives, and vicarious agents.
3. The statute of limitations for the customer's liability claims against us is based on Section 8.4, unless claims arising from tort or under the Product Liability Act are involved.

#### **§ 10 Applicable law, place of jurisdiction, partial invalidity**

1. The law of the Federal Republic of Germany applies to these terms and conditions and the entire legal relationship between the entrepreneur and the customer.
2. If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the company's place of business is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
3. Should a provision in these terms and conditions be or become ineffective, this shall not affect the effectiveness of all other provisions and agreements between the entrepreneur and the customer.