

General Terms and Conditions for International Deliveries

1 SCOPE OF APPLICATION

1.1 These General Terms and Conditions of Delivery shall apply to all deliveries and services provided by the following companies (hereinafter each referred to as the "Supplier"):

- Hans Schröder Maschinenbau GmbH
- Schröder-Fasti Technologie GmbH
- SMU GmbH

in international business transactions with entrepreneurs, legal entities under public law, or special funds under public law having their registered office outside the Federal Republic of Germany (hereinafter referred to as the "Customer"). The company named in the quotation, contract or order confirmation shall be the contractual partner of the Customer.

1.2 Any deviating, conflicting or supplementary terms and conditions of the Customer shall not become part of the contract, even if the Supplier does not expressly object to them.

1.3 A contract shall only come into effect upon written order confirmation by the Supplier. The order confirmation shall determine the content and scope of the delivery. Unless expressly agreed otherwise, the contract shall be deemed a contract of sale and not a contract for work and services.

1.4 The Supplier reserves all ownership, copyright and usage rights to all documents, quotations, drawings, technical information and software.

1.5 Assembly, commissioning and service activities are not part of the delivery unless expressly agreed in writing.

1.6 Contractual penalties shall only be valid if expressly agreed in writing.

1.7 To the extent that software is installed, configured or used in connection with deliveries and services, such software shall be subject exclusively to the applicable Software License Agreement (EULA) of the Supplier. The Customer acknowledges and agrees that the use of such software is governed by the respective EULA. The Supplier shall not be obliged to provide any software maintenance, updates or support unless expressly agreed in writing. In the event of any conflict between these Delivery Terms and the applicable Software License Agreement (EULA), the provisions of the EULA shall prevail with respect to the software.

2 PRICES AND PAYMENT

2.1 Unless otherwise agreed, prices shall apply ex works (EXW, Incoterms® 2020), excluding packaging, transport, insurance, customs duties, import charges and other ancillary costs.

- 2.2** Prices are net prices and exclude applicable taxes, duties, transport, packaging, insurance and other charges.
- 2.3** Unless otherwise agreed:
- Machines, installations and systems: 100% advance payment prior to shipment
 - Spare parts: payment within 10 days net
- 2.4** Payments shall be made without deduction to the account specified by the Supplier.
- 2.5** The Customer shall only be entitled to set-off or retain payments if its counterclaims have been legally established or are undisputed.
- 2.6** In the event of default in payment, the Supplier shall be entitled to charge interest at a rate of 9 percentage points above the applicable EURIBOR and administrative charges of EUR 40.
- 2.7** If there are justified doubts regarding the Customer's financial standing, the Supplier shall be entitled to perform deliveries only against advance payment or provision of security.
- 2.8** All payments shall be made free of charges. Bank charges and transfer costs shall be borne by the Customer.
- 2.9** The Supplier shall be entitled to suspend deliveries, withhold shipments or withdraw from the contract in the event of payment default.

3 DELIVERY AND DELIVERY TIME

- 3.1** Delivery times shall be non-binding unless expressly confirmed as binding in writing.
- 3.2** The delivery period shall commence only once:
- all technical issues have been clarified,
 - all required approvals have been obtained,
 - any agreed advance payments have been made.
- 3.3** The delivery period shall be extended appropriately in the event of:
- force majeure,
 - export or import restrictions,
 - governmental measures,
 - delays caused by suppliers.
- 3.4** The delivery period shall be deemed complied with if the delivery item has left the Supplier's works or readiness for shipment has been notified.

- 3.5 In the event of delay for which the Supplier is responsible, compensation shall be limited to a maximum of 0.5% of the net contract value.
- 3.6 Further claims due to delay shall be excluded unless caused by intent or gross negligence.
- 3.7 The Supplier shall be entitled to withhold deliveries until all due claims have been paid in full.
- 3.8 If a due payment is not made despite a reasonable grace period, the Supplier shall be entitled to withdraw from the contract.

4 TRANSFER OF RISK, SHIPMENT

- 4.1 The transfer of risk shall be governed by the agreed Incoterms® 2020.
- 4.2 If no agreement exists, EXW (Incoterms® 2020) shall apply.
- 4.3 If shipment is delayed for reasons attributable to the Customer, risk shall transfer to the Customer upon notification of readiness for shipment.
- 4.4 Partial deliveries shall be permitted.
- 4.5 The delivery shall be deemed accepted if no written notice of defects is given within 14 days after delivery.
- 4.6 The warranty period shall be 12 months from transfer of risk.

5 EXPORT CONTROL

- 5.1 Delivery is subject to the condition that no national or international export control regulations prevent its execution.
- 5.2 The Customer undertakes to comply with all applicable export control regulations.
- 5.3 The Customer shall not resell the delivery item to embargoed or sanctioned countries without authorization.
- 5.4 The Customer shall indemnify the Supplier against any damages resulting from violations of export control regulations.

6 RETENTION OF TITLE

- 6.1 The Supplier retains ownership of all delivered goods until full payment of all claims arising from the business relationship has been received.
- 6.2 The Customer hereby assigns to the Supplier all claims arising from resale as security.
- 6.3 Processing shall be carried out for the Supplier as manufacturer within the meaning of Section 950 German Civil Code.
- 6.4 The retention of title shall also apply to all future claims arising from the business relationship.

6.5 The Customer undertakes to take all measures necessary to ensure that the retention of title is valid under the applicable national law.

7 WARRANTY

7.1 The Supplier shall remedy defects either by repair or replacement at its discretion.

7.2 Defects must be reported immediately in writing.

7.3 Further claims shall only exist within the scope of the liability provisions of these conditions.

7.4 No liability shall exist in particular in cases of:

- improper use,
- incorrect installation by the Customer,
- normal wear and tear.

8 LIABILITY

8.1 The Supplier shall be liable without limitation only in cases of:

- intent,
- gross negligence,
- injury to life, body, or health, or
- liability under the Product Liability Act.

8.2 The Supplier shall not be liable for non-performance caused by force majeure, including war, strikes, pandemics, energy shortages, cyber attacks or supply chain disruptions.

8.3 In cases of slight negligence, the Supplier shall only be liable for breaches of essential contractual obligations and limited to the foreseeable damage, but not exceeding 100% of the net contract value.

8.4 Liability for loss of profit, production loss, loss of use or other indirect damages shall be excluded.

8.5 Any further liability shall be excluded.

9 LIMITATION PERIOD

All claims of the Customer shall become time-barred after 12 months from the transfer of risk.

10 SOFTWARE

The Customer shall receive a non-exclusive right to use the supplied software in accordance with the relevant license agreement.

11 APPLICABLE LAW AND JURISDICTION

11.1 German law shall apply exclusively.

11.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

11.3 Place of jurisdiction shall be the court responsible for the registered office of the Supplier.

11.4 The Supplier shall also be entitled to bring action at the registered office of the Customer.

12 SEVERABILITY CLAUSE

Should any provision of these terms be or become invalid, the validity of the remaining provisions shall remain unaffected.