

General Terms and Conditions

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§ 1 Validity of the conditions

- (1) The deliveries, services and offers of the seller are made exclusively on the basis of these terms and conditions. They shall therefore also apply to all future business relations, even if they are not expressly agreed again. These terms and conditions shall be deemed accepted at the latest upon receipt of the goods. Counter-confirmations of the buyer with reference to his terms and conditions are hereby rejected.
- (2) All agreements between the seller and the buyer that deviate from these terms and conditions must be made in writing.

§ 2 Offer and conclusion of contract

- (1) The Seller's offers are subject to change and non-binding. Declarations of acceptance and all orders require the written or telex confirmation of the seller to be legally effective.
- (2) Drawings, illustrations, dimensions, weights or other performance data are only binding if this is expressly agreed in writing.
- (3) The Seller reserves the right of ownership and copyright to all documents provided by him to the Buyer, such as in particular cost estimates, drawings, calculations, etc..
- (4) Unless otherwise agreed in writing, the information provided to the Seller by the Buyer in connection with the conclusion of the contract shall not be deemed confidential.

§ 3 Prices and payment

- (1) Unless otherwise agreed, prices are ex Eberswalde excluding packaging and plus VAT at the applicable rate.
- (2) The Seller shall be bound by the prices contained in its offers for 30 days. Otherwise, the prices stated in the Seller's order confirmation shall be authoritative. If there is a period of more than three months between the order confirmation and the delivery or service, the Seller shall be entitled to make reasonable price changes due to changes in labour, material and distribution costs.

(3) Unless otherwise agreed, the seller's invoices are payable without deduction 20 days after invoicing. Interest on arrears shall be charged at a rate of 5% above the respective base interest rate. The assertion of higher damages caused by default remains reserved.

(4) The seller is entitled to offset payments against the buyer's older debts first, despite any provisions of the buyer to the contrary. If costs and interest have already been incurred, the Seller shall be entitled to offset the payments first against the costs, then against the interest and finally against the principal performance.

(5) Payment shall only be deemed to have been made when the seller can dispose of the amount. In the case of cheques, payment shall only be deemed to have been made when the cheque has been cashed.

(6) If the Seller becomes aware of circumstances that call the creditworthiness of the Buyer into question, in particular if the Buyer suspends its payments or if the Seller becomes aware of other circumstances that call the creditworthiness of the Buyer into question, the Seller shall be entitled to withdraw from the contract.

Furthermore, the seller reserves the right to assert claims for damages as a result of the cancellation declared by him.

(7) The purchaser is only authorised to offset, withhold or reduce payment if his counterclaims have been legally established or are undisputed. The purchaser is only authorised to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

§ 4 Delivery, delivery periods and transfer of risk

(1) Information on delivery dates or deadlines is only approximate. In addition, the agreement of delivery dates or deadlines must be made in writing.

(2) The Seller shall not be responsible for delays in delivery and performance due to force majeure and due to events that make delivery significantly more difficult or impossible for the Seller not only temporarily - this includes in particular strikes, lockouts, official orders, etc., even if they occur at the Seller's suppliers or their subcontractors - even in the case of bindingly agreed deadlines and dates. They shall entitle the Seller to postpone the delivery or service for the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part due to the part not yet fulfilled.

(3) The Seller shall be entitled to make partial deliveries and render partial services at any time, unless the partial delivery or partial service is of no interest to the Buyer.

(4) Compliance with the Seller's delivery and performance obligations requires the timely and proper fulfilment of the Buyer's obligations.

(5) If the Buyer collects the goods himself at the Seller's registered office in Eberswalde, the risk of accidental loss and accidental deterioration shall pass to the Buyer when the goods are handed over. If the goods are dispatched to the Buyer at the Buyer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer upon dispatch to the Buyer, at the latest when the goods leave the Seller's premises. This shall apply irrespective of whether the goods are dispatched from the place of fulfilment or who bears the freight costs. If the Buyer is in default of acceptance, the risk of accidental deterioration and accidental loss shall pass to the Buyer upon the occurrence of the default of acceptance.

§ 5 Warranty

(1) The Buyer's claims for defects against the Seller shall become time-barred one year after delivery of the goods.

(2) The assertion of claims for defects presupposes that the buyer has properly fulfilled his obligations to inspect the goods and give notice of defects in accordance with the German Commercial Code (HGB).

(3) If the seller's operating or maintenance instructions are not followed, changes are made to the products, parts are replaced, consumables are used that do not correspond to the original specifications or improper repair work is carried out, the claims for defects shall lapse if the buyer does not refute a corresponding substantiated assertion that only one of these circumstances caused the defect.

(4) If the goods have a defect that already existed at the time of the transfer of risk, the Seller shall, subject to timely notification of defects by the Buyer, either repair the goods or supply a replacement at its discretion. The seller must always be given the opportunity to rectify the defect within a reasonable period of time. If the rectification fails after a reasonable period of time, the buyer may withdraw from the contract or demand a reduction in payment.

(5) Claims for defects shall not exist in the event of only insignificant deviation of the actual quality from the contractually agreed quality, in the event of only insignificant impairment of usability and in the event of normal wear and tear.

(6) Only the direct buyer is entitled to claims for defects against the seller and these are not transferable.

§ 6 Liability

(1) Claims for damages are excluded regardless of the type of breach of duty, including unauthorised actions, unless the seller has acted with intent or gross negligence.

(2) In the event of a breach of material contractual obligations, the Seller shall be liable for any negligence, but only up to the amount of the foreseeable damage. Claims for loss of profit, saved expenses from claims for damages by third parties and consequential damages cannot be demanded unless a quality feature guaranteed by the seller is specifically intended to protect the buyer against such damages.

(3) The limitations and exclusions of liability in the aforementioned paragraphs do not apply to claims arising from fraudulent behaviour on the part of the seller or in the case of liability for guaranteed characteristics, for claims under the Product Liability Act or for damages resulting from injury to life, limb or health.

(4) Insofar as the seller's liability is excluded or limited, this shall also apply to employees, workers, representatives and vicarious agents of the seller.

§ 7 Retention of title

(1) Until fulfilment of all claims to which the Seller is entitled against the Buyer - irrespective of the legal grounds - now or in the future from the entire business relationship with the Buyer, the Seller shall retain title to the goods delivered by him and to be delivered in the future.

(2) The buyer is authorised to combine, process or sell the goods delivered under retention of title with another item in the ordinary course of business as long as he is not in default of payment. Seizures or transfers by way of security are not permitted. The Buyer hereby assigns to the Seller by way of security in full any claims arising from the combination, processing, sale or any other legal reason in respect of the goods delivered under retention of title. The seller revocably authorises the buyer to collect the claim assigned to the seller for the seller's account in his own name. This collection authorisation can only be revoked if the buyer does not properly meet his payment obligations.

(3) In the event of access by third parties to the goods delivered subject to retention of title, in particular seizures, the Buyer shall draw attention to the Seller's ownership and inform the Seller immediately so that the Seller can enforce its ownership rights. If the third party is not in a position to reimburse the Seller for the judicial or extrajudicial costs incurred in this connection, the Buyer shall be liable for such costs.

(4) In the event of breach of contract by the Buyer, in particular default in payment, the Seller shall be entitled to withdraw from the contract and demand the return of the goods delivered subject to retention of title.

(5) At the Buyer's request, the Seller undertakes to release the securities to which the Seller is entitled in accordance with the above paragraphs insofar as the value of the securities exceeds the value of the claims to be secured by more than 20%.

§ 8 Final provisions

(1) The law of the Federal Republic of Germany shall apply to these terms and conditions and the entire legal relationship between the seller and the buyer. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

(2) Eberswalde is agreed as the place of fulfilment and jurisdiction.

(3) Should a provision in these terms and conditions be or become invalid, this shall not affect the validity of all other provisions or agreements.