

General Terms and Conditions – B2B

1. Scope of application, formal requirements

(1) These General Terms and Conditions of Business (hereinafter: "GTC") apply to all agreements between us, the company

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and you as our Customer (hereinafter also "Purchaser").

(2) Our GTC shall apply exclusively; we do not recognize any terms and conditions that conflict with or deviate from our GTC unless we have expressly agreed to their application. Our GTC shall also apply if we carry out the delivery to the Customer without reservation in the knowledge of conflicting or deviating conditions of the Customer.

(3) Unless otherwise agreed, the GTC in the version valid at the time of the Purchaser's order or in any case in the version last notified to the Purchaser in text form shall also apply as a framework agreement for similar future contracts without our having to refer to our GTC again in each individual case.

(4) These GTC apply only to companies within the meaning of section 310 (1) BGB (German Civil Code).

(5) Legally relevant declarations and notifications of the Purchaser with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal, etc.) shall be made at least in text form (section 126b BGB German Civil Code). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

2. Quotes and contract conclusion

(1) Our quotes are non-binding and subject to change. The order of the goods by the Purchaser is considered a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within two weeks of its receipt by us (order confirmation).

(2) Unless otherwise agreed, we reserve the right to make changes to the design, choice of material, specification or type of manufacture even after conclusion of the contract, provided that the changes remain within the scope of the contractual purpose of performance.

3. Prices

(1) Our prices in offers and order confirmations are net prices in EUR ex works (Incoterms 2020) excluding packaging; this will be invoiced separately.

(2) If, after conclusion of the contract, duties or charges that burden the movement of goods (e.g. customs duties, freight charges, taxes) increase, we shall be entitled to make corresponding price adjustments if this was not foreseeable at the time of conclusion of the contract. The same shall apply in the event of unforeseeable wage increases under collective bargaining agreements and in the event of price changes by upstream suppliers which only come into effect after conclusion of the contract and of which we were not previously aware.

4. Terms of payment, default in payment, set-off, retention

- (1) Our invoices are due within 14 days net without deduction from the date of invoice.
- (2) Unless otherwise agreed, no cash discount shall be granted.
- (3) We are entitled at any time – also within the framework of an ongoing business relationship – to carry out a delivery in whole or in part only against advance payment. We shall issue a corresponding declaration of reservation to the Customer at the latest with the order confirmation. Upon expiry of the reasonable payment period specified therein, the Customer shall be immediately in default.
- (4) If the Customer is in default, we shall be entitled to demand interest on arrears in the amount of 9 percentage points above the respective base interest rate. We shall be entitled to claim further damage caused by default against appropriate proof.
- (5) In the event of default in payment or justified doubts as to the solvency or creditworthiness of the Customer, we shall be entitled – without prejudice to our other rights – to demand securities or advance payments for outstanding services and to declare all claims arising from the business relationship immediately due and payable. If the Customer refuses to provide security or does not make an advance payment after a reminder, we shall be entitled, at our discretion, to withdraw from the contract and/or to demand compensation for damages due to non-performance.
- (6) The Customer shall only be entitled to rights of set-off or retention insofar as its claim has been legally established or recognized by us. In the event of defects in the delivery, however, the Customer's opposing rights shall remain unaffected.
- (7) The Customer shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

5. (Partial) Delivery, availability of goods, delivery time and obstacles to delivery, delay in delivery and acceptance

- (1) Delivery shall be ex works. Unless otherwise agreed, we determine the type of packaging.
- (2) If no copies of the product selected by the Customer are available at the time of the Customer's order, we will inform the Customer of this immediately in the order confirmation.
- (3) If the product designated by the Customer in the order is only temporarily unavailable, we will also inform the Customer of this immediately in the order confirmation.
- (4) The delivery time will be stated by us in the order confirmation. This is an approximate time period. It is only binding if a specific deadline or fixed date is expressly promised or agreed.
- (5) If design documents, models, samples, releases or approvals or other provisions are necessary for the execution of the order and are to be provided by the Purchaser ("Provisions"), the delivery period shall only commence when the Provisions have been provided by the Purchaser.
- (6) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the goods or service), we will inform the Purchaser of this immediately and at the same time provide the expected new delivery date. If the performance is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the Purchaser. A case of non-availability of the goods or service in this sense shall be deemed to be in particular the late delivery of supplies to us, if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault or we are not obliged to procure in the particular case.

- (7) Disruptions in business operations for which we are not responsible, in particular strikes/work stoppages and lockouts as well as cases of force majeure which are based on an unforeseeable event and/or an event for which we are not responsible and which lead to serious operational disruptions (this also applies to our upstream suppliers), shall extend the delivery period in accordance with the duration of such obstacles. If these exceed a period of six weeks, both parties shall be entitled to withdraw from the contract with regard to the scope of performance affected. There are then no other mutual claims.
- (8) We are entitled to make partial deliveries insofar as these are reasonable for the Purchaser.
- (9) The Purchaser may not refuse to accept our deliveries due to insignificant defects.
- (10) If the Purchaser is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Purchaser is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). In this case, we charge a lump-sum compensation of 0.5% of the net order value per calendar day, but not more than 10% of the net order value, beginning with the delivery deadline or – in the absence of a delivery deadline – with the notification that the goods are ready for shipment. Proof of higher damages and our statutory claims/rights (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The Purchaser shall have the right to prove that we have incurred no damage at all or that the damage is less than the aforementioned lump sum.

6. Scope of delivery, advice/information, materials provided by the Purchaser

- (1) The scope of delivery is determined by our written order confirmation. We reserve the right to over-deliver up to 10% of the ordered quantity.
- (2) We reserve the right to make changes to the design and shape of the product, insofar as these do not affect the quality of the product as bindingly agreed with the Purchaser and the changes are reasonable for the Purchaser. Insofar as the quality of the product has been bindingly agreed with the Purchaser, changes by us shall remain permissible insofar as they are made on the basis of mandatory legal provisions and are reasonable for the Purchaser. In the event of unreasonableness, the Purchaser shall have the right to withdraw from the contract. Further claims of the Purchaser are excluded.
- (3) Insofar as we provide technical information or act in an advisory capacity and the information or advice is not expressly part of the contractually agreed scope of services, this shall be done free of charge and to the exclusion of any liability with the exception of intent.
- (4) Materials to be provided by the Purchaser for the manufacture of the product shall be made available to us by the Purchaser in good time and free of charge in the required quality and quantity (taking into account sufficient tolerances for rejects and waste which may arise in the course of the manufacturing process).
- (5) If the Purchaser does not take back residual quantities of the material provided by the Purchaser within a reasonable period of time after a corresponding request by us, we shall be entitled, at our discretion, to sell the residual quantities or to store or dispose of them at the Purchaser's expense.

7. Reservation of title

- (1) We are entitled to have a reservation of title to the delivered goods entered in the reservation of title register at the Customer's registered office until all our claims against the Customer have been satisfied in full. The Customer is obliged to cooperate in the registration and must inform us immediately of a change to its registered office or the location of the goods.

- (2) The objects of our deliveries (reserved goods) shall remain our property until all claims to which we are entitled against the Customer from the business relationship have been fulfilled. If the value of all security interests to which we are entitled exceeds the amount of all secured claims by more than 10%, we shall release a corresponding part of the security interests at the request of the Customer; we shall be entitled to choose between different security interests when releasing the security interests.
- (3) During the existence of the reservation of title, the Customer is prohibited from pledging or transferring ownership by way of security; resale is only permitted in the ordinary course of business and only on condition that the reseller receives payment from its customer or makes the reservation that ownership does not pass to the customer until the customer has fulfilled its payment obligations.
- (4) If the Customer resells goods subject to retention of title, it hereby assigns to us by way of security its future claims against its customers arising from the resale together with all ancillary rights – including any balance claims – without the need for any further special explanations. If the goods subject to retention of title are resold together with other items without an individual price having been agreed for the goods subject to retention of title, the Customer shall assign to us that part of the total price claim which corresponds to the price of the goods subject to retention of title invoiced by us.
- (5)
 - a) The Customer is permitted to process the goods subject to retention of title or to mix or combine them with other objects. The processing is done for us. The Customer shall keep the resulting new item for us with the due care of a prudent businessperson. The new item shall be deemed to be goods subject to retention of title.
 - b) We and the Customer already agree now that in the event of combination or mixing with other items not belonging to us, we shall in any case be entitled to co-ownership of the new item in the amount of the share resulting from the ratio of the value of the combined or mixed goods subject to retention of title to the value of the other goods at the time of combination or mixing. The new item shall be deemed to be goods subject to retention of title to this extent.
 - c) The provision on the assignment of claims pursuant to the preceding paragraph (3) shall also apply to the new item. However, the assignment shall only apply up to the amount corresponding to the value of the processed, combined or mixed reserved goods invoiced by the Customer.
 - d) If the Customer combines the goods subject to retention of title with real estate or movable property, it shall also assign to us, without the need for further special explanations, by way of security its claim to which it is entitled as remuneration for the combination, including all ancillary rights, in the amount of the ratio of the value of the combined goods subject to retention of title to the other combined goods at the time of the combination.
- (6) Until revoked, the Customer is authorised to collect assigned claims from the resale. In the event of good cause, in particular default in payment, suspension of payment, opening of insolvency proceedings, protest of a bill of exchange or justified indications of over-indebtedness or imminent insolvency of the Customer, we shall be entitled to revoke the Customer's authorisation to collect. In addition, we may, after prior warning and observance of a reasonable period of time, disclose the assignment by way of security, realise the assigned claims and demand the disclosure of the assignment by way of security by the Customer to its customers.
- (7) In the event of seizure, confiscation or other dispositions or interventions by third parties, the Customer must notify us immediately. If a justified interest is substantiated, the Customer shall immediately provide us with the information required to assert our rights against its customer(s) and hand over the necessary documents.
- (8) In the event of breaches of duty by the Customer, in particular in the event of default in payment, we shall be entitled to withdraw from the contract in addition to taking back the goods after the

unsuccessful expiry of a reasonable deadline set for the Customer to perform; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The Customer is obliged to surrender the goods. The taking back or assertion of the reservation of title or the seizure of the goods subject to reservation of title by us shall not constitute a withdrawal from the contract unless we expressly declare such withdrawal.

8. **Warranty, liability, limitation period**

8.1 **Material defects and defects of title**

- (1) The statutory provisions shall apply to the rights of the Purchaser in the event of material defects and defects of title, unless otherwise stipulated in these GTC. This does not affect section 445a BGB (German Civil Code).
- (2) If the delivered item is defective, we may first choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement). Our right to refuse subsequent performance under the statutory conditions remains unaffected.
- (3) The Purchaser shall be entitled to retain a reasonable part of the purchase price in relation to the defect.
- (4) The Purchaser must give us the time and opportunity necessary for the subsequent performance owed, and in particular hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Purchaser shall return the defective item to us in accordance with the statutory provisions. Upon request, we shall reimburse the Purchaser for the expenses demonstrably necessary and reasonable for the purpose of subsequent performance, in particular transport, travel, labour and material costs. If these are expected to exceed the expenses usually required for the removal of the defective item and the installation or fitting of the repaired or delivered item free of defects and the dispatch of the defective item, this must be notified to us together with the notice of defect.
- (5) Claims of the Purchaser for damages or reimbursement of wasted expenses shall also exist in the case of defects but only in accordance with clause 8.4; otherwise they shall be excluded.

8.2 **Exclusion of warranty**

- (1) The Purchaser shall lose any warranty claim if it fails to comply with the statutory obligations to inspect and give notice of defects. Obvious defects must be reported immediately, at the latest, however, within one (1) week of receipt of the goods. Hidden defects must be reported immediately after discovery.
- (2) We accept no liability for public statements made by third parties (e.g. advertising statements).
- (3) The warranty is excluded in the event of unsuitable and improper use, storage or installation, non-observance of the data sheets and the product application information, faulty assembly, programming errors, improper commissioning/maintenance of the delivery item by the Purchaser or third parties, natural wear and tear, excessive stress or use, use of unsuitable operating materials or replacement tools, in the event of force majeure (e.g. lightning strike), special external influences which are not assumed under the contract, or other influences/events that are not attributable to us.
- (4) The warranty shall also not apply if and to the extent that the Purchaser modifies the product after delivery or has it modified by third parties and this makes it impossible or unreasonably difficult to remedy the defect. In any case, however, the Purchaser shall bear the additional costs of remedying the defect arising from the modification.

- (5) We do not warrant the design or suitability of the product ordered by the Purchaser for any particular purpose. The design responsibility as well as the risk of use lie solely with the Purchaser.
- (6) We are not obliged to check the completeness or correctness of information, data and specifications for the ordered product transmitted by the Purchaser. The same shall apply with regard to the suitability of the materials selected by the Purchaser for its use. We are also not obliged to inspect any materials provided by the Purchaser for possible defects. Likewise, we do not guarantee that the product commissioned by the Purchaser meets certain regulatory requirements or is marketable; the Purchaser alone is responsible for this.

8.3 Industrial property rights

- (1) Unless otherwise agreed, we are obliged to deliver the goods free of third party rights, in particular intellectual property rights such as copyrights, patent rights, utility model rights or design rights as well as other industrial property rights (hereinafter referred to as "IPR"), only with respect to the country where delivery is made. If a third party asserts justified claims against the Customer due to the infringement of property rights by deliveries made by us and used in accordance with the contract, we shall be liable to the Customer as follows:
 - (a) We shall, at our discretion and at our expense, either obtain a right of use for the products concerned, modify them in such a way that the property right is not infringed, or replace them. If this is not possible for us under reasonable conditions, the Customer shall be entitled to the statutory rights of withdrawal from the contract or to a reduction in the purchase price.
 - (b) Our obligation to pay damages is governed by clause 8.4.
 - (c) Our aforementioned obligations shall only exist insofar as the Customer immediately notifies us in writing of the claims asserted by the third party, does not acknowledge an infringement and all defensive measures and settlement negotiations remain reserved for us. If the Purchaser discontinues the use of the delivery in order to mitigate damages or for other good cause, it shall be obliged to point out to the third party that such cessation of use does not constitute an acknowledgement of any infringement of the IPR.
- (2) Claims of the Purchaser are excluded insofar as the Purchaser is responsible for the infringement of property rights.
- (3) Claims of the Purchaser are also excluded insofar as the infringement of property rights is caused by specifications of the Purchaser, by an application not foreseeable by us or insofar as the delivery is modified by the Purchaser or used together with products not supplied by us.

8.4 Liability/Damages

- (1) We shall be liable in all cases of contractual and non-contractual liability in the event of intent and gross negligence for damages or reimbursement of wasted expenses in accordance with the statutory provisions.
- (2) In other cases, we shall only be liable – subject to clause 8.4 (3) – in the event of a breach of a material contractual obligation (so-called cardinal obligation). A contractual obligation is material if its fulfilment makes the proper performance of the contract possible in the first place and if the Purchaser may regularly rely on its fulfilment and has relied on it. In this case, however, our liability is limited to compensation for the damage typical for the contract and foreseeable at the time of conclusion of the contract.
- (3) The above limitations of liability shall not apply in the event of injury to life, limb and health, for a defect following the assumption of a guarantee for the quality of the item and in the event of

fraudulently concealed defects. Liability under the Product Liability Act shall also remain unaffected.

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

8.5 Limitation period

(1) The general limitation period for claims arising from material defects and defects of title is one (1) year from the statutory commencement of the limitation period. This does not affect section 445b BGB (German Civil Code).

(2) The limitation period shall also apply to contractual and non-contractual claims for damages of the Purchaser based on a defect of the goods.

(3) The limitation period for other claims for damages shall be one (1) year from the end of the year in which the claim arose and the Purchaser became aware of the circumstances giving rise to the claim and the person of the debtor or should have become aware without gross negligence. This does not apply in the cases of clause 8.4 (1) and (3). The statutory provisions apply here.

9. Claims by third parties, indemnification

Should third parties assert claims against us for the infringement of property rights due to the use of the product by the Purchaser, which are not attributable to us, the Purchaser is obliged to indemnify us against all claims resulting from this, claims for damages as well as other costs and expenses and to support us in the best possible way in the defence against such claims.

10. Design services

(1) We expressly reserve the right to invoice design services, which we provide within the scope of an offer especially for the Customer, separately in accordance with local standards. This shall apply in particular if a binding order is not placed by the Customer after these services have been rendered.

(2) Design services which are rendered without a subsequent order being placed by the Customer shall be deemed exclusively to be non-binding proposals which are subject to change. Any liability for such design services – with the exception of intent – is expressly excluded. Should the Customer continue to use the non-binding design services, this shall be at its own risk.

11. Rights of use

(1) We reserve all rights, in particular property rights and copyrights, to all documents, sketches, production descriptions, drawings, illustrations, diagrams, specifications, plans, calculations, samples, etc. – including in electronic form – provided to the Customer. The Customer may only use these within the scope of the contractually foreseen purpose. The Customer is obliged to treat them as strictly confidential; they may not be transmitted or otherwise made accessible to third parties without our prior written consent.

(2) We retain all rights, in particular our ownership to the software, tools, moulded parts, technologies, production techniques, processes and other methods of working and the necessary know-how used in the manufacture of the contractual product. This also applies to tools, moulded parts, technologies etc. that we develop or adapt to fulfil a customer order. The Customer does not acquire any rights to these tools, moulded parts, technologies, etc. This shall also apply if the Customer bears the costs for the manufacture of the tools. However, we shall not use tools, moulded parts, technologies etc. specially developed or adapted for the fulfilment of a specific order for the Customer for the fulfilment of orders of other customers without the prior consent of the Customer.

12. Confidentiality

Our business and technical information shall be kept secret from third parties as long as and to the extent that it is not demonstrably public knowledge or has not been designated by us for resale by the Customer and may only be made available in the Customer's own business to those persons who must necessarily be consulted for its use and who are also obliged to maintain secrecy. This information remains our exclusive property.

13. Reservation of performance

The performance of the contract is subject to the proviso that there are no obstacles due to German, US-American or other applicable national, EU or international regulations of foreign trade law as well as no embargos or other sanctions. The Customer is obliged to provide all information and documents required for the export, transfer or import.

14. Privacy Policy

We collect, process and store personal data of the Customer for the purpose of initiating, concluding and/or executing a contract in accordance with the applicable data protection provisions, in particular the German Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR). Details on the type, scope and purpose of the collection, processing and use of personal data can be found in our privacy statement, which can be accessed at <https://www.crosslink-murtfeldt.de/datenschutz/>.

15. Final provisions

- (1) Amendments to these GTC or to the contract on which they are based must be made in writing to be effective. This also applies to the waiver of this written form requirement.
- (2) The contractual language is German.
- (3) Unless otherwise agreed, the place of performance shall be at our registered office.
- (4) The law of the Federal Republic of Germany shall apply to all legal relationships with the Purchaser to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).
- (5) The exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is at our registered office. However, we are entitled to bring an action at the general place of jurisdiction of the Customer.
- (6) The contract on which these GTC are based and these GTC shall remain effective in their remaining parts even if individual points are legally ineffective. In place of the invalid provision, the parties shall immediately agree on a provision that comes as close as possible to the invalid provision in economic terms. The same shall apply in the event of a gap or omission.