

# General Terms and Conditions of Sale, Delivery and Service of WEILER Werkzeugmaschinen GmbH

## I. General information

### (1) Material and personal scope of application

The following terms and conditions apply to all our deliveries and services, including our repair, maintenance and other services (including all ancillary services, such as planning, planning aids, consultations, proposals) to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. Our General Terms and Conditions of Delivery and Service can be viewed in the download area of our website under the link <https://www.weiler.de/agb/> and can be printed or saved from there.

### (2) Priority of individual agreements

If and insofar as individual agreements are made, these shall take precedence over the General Terms and Conditions of Sale, Delivery and Service. These General Terms Conditions of Sale, Delivery and Service shall apply in addition with regard to those matters which are not regulated in such individual agreements concluded between the customer and us.

### (3) Exclusion of third-party terms and conditions

Any deviating terms and conditions of the customer are hereby rejected. They shall not be binding on us even if we do not expressly object to them again after receipt. Unless otherwise agreed, our terms and conditions shall be deemed to have been recognised upon placement of the order or receipt of the order confirmation, but at the latest upon acceptance of our delivery or service.

### (4) Effectiveness

Should individual provisions be or become invalid, this shall not affect the validity of the remaining provisions of these General Terms and Conditions of Sale, Delivery and Service. In the event of the invalidity of a provision, a valid provision shall be deemed to have been agreed which comes closest to the economic intention.

### (5) Text form

Unless otherwise agreed in an individual agreement, deviations from the following conditions, other changes or additions to the order must be agreed in text form (§§ 126 b, 127 BGB).

### (6) Copyright confidentiality

We reserve all property rights and copyrights to illustrations, drawings, calculations, know-how and ideas that we have developed, as well as to other documents. These documents may not be made accessible to third parties and may not be used for non-contractual and/or own purposes. This applies in particular to such documents which are labelled "confidential" or "secret".

## II. Order

### (1) Order confirmation in text form

Our offers are non-binding until an order placed on the basis of the offer (order) is confirmed by us in text form. Every order (purchase order) requires our order confirmation in text form for its legally binding acceptance. In the case of deliveries without prior order confirmation, our invoice shall also be deemed to be the order confirmation.

### (2) Order content

The content of the order shall exclusively be the technical specifications of the ordered deliveries and services confirmed in text form in accordance with our offers and order confirmations. We reserve the right to make appropriate technical and design changes to the deliveries or services ordered, provided that the technical function, normal use and value of the delivery or service are not or only insignificantly impaired as a result and these changes are reasonable for the customer.

### (3) Subsequent changes/additions/reductions to the order

Subsequent changes/additions/reductions to the order by the customer are only possible with our written consent and on condition that the additional costs and expenses incurred as a result are reimbursed by the customer. Insofar as subsequent changes and/or additions have an influence on agreed delivery dates and deadlines, the -periods, these are extended accordingly.

## III. Performance and delivery obligation

### (1) Reservation of self-delivery

In the case of products that we do not manufacture ourselves, the contract is concluded subject to correct and timely delivery by our suppliers, unless we are responsible for the non-delivery or delay. The customer shall be informed immediately of the non-availability or delay in delivery.

### (2) Force majeure/epidemics

In the event of a permanent hindrance due to unforeseeable circumstances for which we are not responsible, in particular due to force majeure, strike, lockout, import and export bans, transport obstructions, official interventions, epidemics (in particular pandemics and epidemics), as well as production obstructions or the like, we are entitled to withdraw from the contract to the exclusion of any liability for damages. Due to the far-reaching effects of pandemics and epidemics, in particular due to sovereign orders, quarantine regulations, production shutdowns, insolvencies of supplier companies, delivery bottlenecks, delivery delays, transport obstructions, import and/or export obstructions, massive sick leave, etc., as well as in other cases of force majeure, time delays may occur in the production, commissioning and delivery of the contractual delivery and/or service, the occurrence, scope and duration of which cannot be estimated. Agreed contractual dates and deadlines shall not be binding in the event of force majeure and/or the aforementioned circumstances and shall be extended appropriately, taking into account the duration of the hindrance.

### (3) Partial delivery

Partial deliveries are permissible and shall be deemed to be independent deliveries with regard to payment and complaints.

### (4) Significant deterioration in the financial circumstances of the customer

If a significant deterioration in the financial and/or liquidity situation of the customer occurs after conclusion of the contract or if such circumstances already existing before conclusion of the contract subsequently become known, we may, at our discretion, withdraw from the contract or demand immediate payment of all outstanding invoices, even if the invoice amounts were previously deferred in whole or in part or paid by bill of exchange. In particular, a deterioration in the credit rating of credit agencies, bill or cheque protests, seizures, suspension of payments, the opening of insolvency proceedings and the refusal to open insolvency proceedings for lack of assets are to be regarded as significant deteriorations. In the event that we do not withdraw from the contract despite a deterioration in assets, we shall only deliver against full payment, in the case of orders with an equivalent value of more than € 10,000.00 only against full payment in advance.

## IV. Dates and deadlines for deliveries and services

### (1) General provisions on delivery and performance dates/periods

Unless otherwise agreed, our information on delivery dates and delivery periods in the offers are to be understood as provisional and not yet binding estimates. If binding delivery dates and delivery periods have been agreed, these shall be deemed to be reasonably extended if they cannot be met due to circumstances for which we are not responsible. The technical complexity of our deliveries and services shall be the decisive criterion for the reasonableness of the extension of deliveries and services, unless a shorter or longer period is reasonable in individual cases, taking into account the interests of both parties, or mutually agreed. Delivery periods shall commence on the date of our order confirmation issued in text form, but not before clarification of all execution details and all other to be created by the customer for the proper fulfilment of the contract. The same applies to delivery dates.

### (2) Fixed transactions

The agreement of binding fixed dates or fixed delivery periods express designation as a fixed date transaction and is only binding if this is agreed in text form.

### (3) Duty to co-operate

The customer is obliged to provide all data, documents and other information required for the fulfilment of the contract with the order, but at the latest immediately after the order is placed. The customer is also obliged to provide in good time, at the latest immediately after our request, test and sample material of suitable quality and in sufficient quantity, as well as the measuring equipment required for testing the parts, free of charge at the production site specified by us, or for setting up and commissioning the system at the place of delivery at his own expense. If repair, maintenance and/or service work is the subject of the contract, the customer is obliged to precisely record the technical condition of the machine or system to be overhauled or repaired and to notify us in writing in advance of all assemblies associated with our services. Insofar as technical preliminary work is required on the part of the customer, this must be provided on time and free of defects. If such aforementioned data, documents, information, test and sample materials, test equipment are not received, not received on time and/or not received in the required quantity, or if required preliminary services are not provided on time and/or not provided free of defects, the customer shall not be entitled to demand compliance with delivery dates or delivery periods. In this case, the assertion of damage caused by delay is excluded. The delivery date or the delivery period

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shall be deemed reasonably extended. The same shall apply if agreed payments, securities and/or letters of credit are not made or made available on time.

### V. Transfer of risk

#### (1) Transfer of risk (FCA clause, named place Emskirchen, Mausdorf)

Unless the validity of another delivery clause from INCOTERMS 2020 has been expressly agreed with the Purchaser, the risk of loss and/or deterioration of the contractual items shall pass to the Purchaser as soon as the contractual items have been loaded onto the means of transport at our factory (FCA clause INCOTERMS 2020). This also applies if the shipment carried out at our expense or using our means of transport. In all cases, dispatch shall be at the risk of the customer, even if carriage paid delivery has been agreed.

#### (2) Transfer of risk with notification of readiness for dispatch

If the dispatch of the delivery is delayed at the request of the customer or for reasons for which we are not responsible, the risk shall pass to the customer upon notification of readiness for dispatch.

### VI. Prices

#### (1) General price regulations

Our prices are ex works plus packaging and statutory value-added tax. Unless otherwise agreed, our prices for all deliveries and services, including deliveries and services outside the European Monetary Union, are quoted in euros.

#### (2) Packaging and packing material

The costs for packaging and packing material shall be borne by the customer. We will take back packaging and packing material. The costs of return transport shall be borne by the customer. For deliveries outside Germany, the return of packaging of any kind is excluded.

#### (3) Price adjustment/increase

Unless otherwise agreed, the prices quoted by us are subject to change. We shall be entitled to adjust or increase the prices if our supplier increases its sales prices, if not only insignificant price increases occur due to changes in exchange rates, customs duties or similar fiscal burdens, or if there is a period of more than twelve months between the order (call order) and acceptance, provided that a new price list has become valid within this period. A price adjustment/increase is excluded if this is unreasonable for the customer.

### VII. Terms of payment

#### (1) Payments on account

Unless expressly agreed otherwise, 30% of the price shall be due upon receipt of the order confirmation and 70% upon notification of readiness for dispatch. All payments are to be made without deduction and free of charges to one of our accounts. Payments shall only be deemed to have been made from the day on which we can dispose of the amount in full.

#### (2) Payment deadlines/offsetting against interest and costs

Unless otherwise agreed, the invoiced amounts are payable without deduction within 10 days of receipt of the invoice. All payments shall be credited first against interest and costs and then against the oldest claim. The customer's right to determine performance in accordance with § 367 para. 2 BGB is waived.

#### (3) Interest on arrears, right to refuse performance

In the event of default in payment by the customer, the customer shall pay interest on the outstanding claim at a rate of 9 percentage points above the base rate in accordance with § 247 BGB, subject to the assertion of further damages caused by delay. In addition, we shall be entitled to refuse to provide deliveries and services on the basis of subsequent orders until the outstanding invoices have been settled in full.

#### (4) Payment by bill of exchange and cheque

Bills of exchange shall only be accepted on the basis of express agreement and - like cheques - only on account of payment and subject to acceptance in individual cases. Discount and other charges shall be borne by the customer.

#### (5) Other counter-performance disruptions

The contractual services shall be rendered subject to the complete and timely fulfilment of agreed advance payments, partial payments, letters of credit, securities (e.g. sureties, guarantees, etc.), as well as subject to the creditworthiness and solvency of the customer. In the event of default in performance and/or payment, dishonouring of cheques or bills of exchange, suspension of payment, initiation of debt settlement proceedings, non-compliance with the terms of payment, a poor credit rating by a credit rating agency, the customer's creditworthiness and solvency shall not be affected.

In the event of a default by a credit agency and in the event of circumstances which are likely to reduce the creditworthiness of the customer, we shall be at any time to amend the terms of the contract appropriately and to withdraw from the contract in the event of continued non-compliance with the terms of payment despite the setting of a deadline.

#### (6) Offsetting and right of retention

The customer shall only be entitled to a right of set-off or retention against our due claims due to its own counterclaims to the extent of synallagmatic claims arising from the same legal relationship as the claim for set-off or legally established claims or claims recognised in writing.

### VIII. Retention of title and entrepreneur's lien

(1) Agreement of simple and extended retention of title The delivered goods (goods subject to retention of title) shall remain our property until fulfilment of all claims to which we are entitled against the customer arising from the business relationship. The customer shall not receive partial ownership of the contractual object through instalment payments, but shall receive corresponding expectant rights. Bills of exchange and cheques shall only be deemed payment after they have been honoured.

#### (2) Extended retention of title

In the event of processing or combination with other goods/products not belonging to us to form a uniform new item, we shall be entitled to co-ownership of the new item in the ratio of the value of the goods subject to retention of title to the value of the other processed and/or incorporated goods at the time of processing and/or combination. The resulting co-ownership for us shall be deemed to be reserved goods within the meaning of these provisions.

#### (3) Sale and advance assignment

The customer may only sell the products subject to our retention of title in the ordinary course of business and only as long as he is not in default with the settlement of all our claims arising from the business relationship. The customer hereby assigns to us his claims from a resale of the goods subject to retention of title as security for all our claims arising from the business relationship. We accept this assignment. If the reserved goods are sold by the customer together with other goods or co-ownership rights not belonging to us, the claim from the resale shall only be deemed assigned to us in the amount of the value of our reserved goods. The value of the goods subject to retention of title shall be measured according to our invoice value. The customer is authorised to collect the claims assigned to us from the resale until revoked by us at any time.

#### (4) Endangerment of property rights

For the duration of the retention of title, the customer is prohibited from pledging the goods or assigning them as security. In the event of seizure, confiscation or other dispositions or interventions by third parties, in particular by way of execution, the customer must notify us immediately in writing.

#### (5) Obligation to surrender

If the customer defaults on the settlement of our claims in whole or in part, we are entitled to demand the return of the reserved goods at any time and to dispose of them otherwise, as well as to withhold outstanding deliveries, even if we have not withdrawn from the purchase. A further reminder or setting of a deadline is not required for this. The assertion of rights of retention of title by us shall not be deemed a cancellation of the contract.

#### (6) Fuse release

If the value of the securities to which we are entitled in accordance with the above provisions exceeds the outstanding invoice value by more than 10%, we shall be obliged, at the request of the customer, to release the excess securities at our discretion, subject to the proviso that, with the exception of deliveries in a genuine current account relationship, the release must only be granted for such deliveries or their replacement values which have themselves been paid in full.

#### (7) Entrepreneur's lien

We are entitled to a right of lien on the movable property of the customer which come into our possession for the provision of the services for our claims arising from the contract in accordance with § 647 BGB.

### IX. Material defects

#### (1) Quality specifications

The nature of the services to be provided by us or the contractual items to be supplied is conclusively described by the content of our written or electronic offer documents. Unless otherwise agreed, the utilisation resulting from our offer shall be the sole content of the contract. A single-shift business operation at the customer's premises is assumed as the basis of the contract. In the event that the customer wishes our deliveries and services to be used in multi-shift operation, the customer must provide us with a written confirmation in order to maintain the warranty rights.

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express written reference is required when ordering. Unless expressly as a guaranteed quality, all content contained in our offer documents and other printed matter, as well as on data carriers, merely represents a product description and does not constitute an offer to conclude a guarantee agreement. The same applies to the content of our advertising.

### (2) Obligation of the customer to inspect and give notice of defects

The customer must accept our deliveries and services immediately upon receipt. To inspect the goods and to report recognisable defects within a period of two weeks in text form after delivery. Defects that could not be discovered within this period even after careful inspection must be reported to us in text form, but no later than two weeks after their discovery. If the customer fails to notify us of defects in good time, our delivery shall be deemed to have been made in accordance with the contract and free of defects. Section 377 HGB applies.

### (3) Maintenance and care work

The customer is obliged to carry out the maintenance and care work specified by us in the operating instructions or in other comparable accompanying documents in a timely and professional manner.

### (4) Insignificant defects, third-party fault

Claims for defects shall not exist in the case of only insignificant deviations from the agreed quality, only insignificant impairment of usability, natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical, electronic or electrical influences or other special external influences which are not provided for in the contract, as well as in the case of non-reproducible software errors. If improper modifications or repair work are carried out by the customer or third parties, if serial numbers on delivered devices/components/systems not labelled, if date labels, CE or TÜV test seals or other safety markings attached to the product are removed or destroyed, no claims for defects shall exist for these and the resulting consequences. The customer may not refuse to take receipt/accept deliveries and services due to insignificant defects.

Claims for defects shall also not exist if the customer has not, not in time, not sufficiently or incorrectly fulfilled his obligations to co-operate according to section IV, paragraph 3 of these terms and conditions and a defect has been at least partly caused by this.

### (5) Liability for material defects

Our deliveries or services shall, at our discretion, be repaired or replaced free of charge if a material defect occurs within the limitation period, provided that the cause of the defect already existed at the time of the transfer of risk, for which the customer is obliged to provide evidence and proof. We must first be granted a reasonable period of time for this subsequent fulfilment. If our attempts at subsequent fulfilment fail, the customer may withdraw from the contract or reduce the remuneration. Any claims for damages shall remain unaffected by this. Used products are sold under exclusion of any warranty.

### (6) Warranty period

Unless otherwise agreed, claims for material defects shall lapse after twelve months. This shall not apply insofar as the law pursuant to § 438 Para. 1 No. 2 (buildings and items for buildings), § 445b Para. 1 (right of recourse) and The above is without prejudice to the statutory provisions of § 634a para. 1 no. 2 (construction defects) of the German Civil Code (BGB) which prescribe longer periods, as well as in cases of injury to life, limb or health, in the event of wilful or grossly negligent breach of duty by us and in the event of concealment of a defect. The statutory provisions on suspension of expiry, suspension and recommencement of the time limits remain unaffected.

### (7) Reimbursement of expenses

Claims on the part of the customer for the expenses required for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the object of the delivery has subsequently been moved to a location other than the customer's branch office, unless the corresponds to its intended use.

### (8) Limitation of recourse claims

The customer shall only have a right of recourse against us in accordance with § 478 BGB (recourse of the entrepreneur) insofar as the customer has not made any agreements with his customer that go beyond the statutory claims for defects and/or there is no other equivalent compensation arrangement between the customer and us within the meaning of § 478 para. 4 BGB.

### (9) Return of defective products

If the customer makes a justified warranty claim against us, he shall be obliged to return the defective contractual items us carriage paid or to keep them available for inspection and defect testing at his place of business, at our discretion.

### (10) Other compensation

Section XI (Other claims for damages) of these Terms and Conditions of Sale, Delivery and Service shall also apply to claims for damages. Further claims or claims other than those regulated in this Section IX by the customer against us and our vicarious agents due to a material defect are excluded.

## X. Defects of title, industrial property rights, copyrights

### (1) Third-party property rights

Unless otherwise agreed, we are obliged to the deliveries and services free of industrial property rights and copyrights of third parties (hereinafter: property rights) only within Germany. If a third party raises justified claims against the customer due to the infringement of industrial property rights by deliveries and services provided by us and used in accordance with the contract, we shall be liable to the customer within the period specified in Section IX. (6) as follows:

- a) We shall, at our discretion and at our expense, either obtain a right of use for the deliveries and services concerned, or 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 cancellation or reduction.
- b) Our obligation to pay damages, if any, shall be governed by Section XI. of these Terms and Conditions.
- c) Our aforementioned obligations shall only apply if the customer notifies us immediately in writing of the claims asserted by third parties, does not acknowledge an infringement and all defence measures and settlement negotiations to us. If the customer ceases to use the delivery in order to minimise damages or for other important reasons, he is obliged to inform the third party that the cessation of use does not constitute an acknowledgement.

### (2) Representation of the customer

Claims of the customer are excluded insofar as he is responsible for the infringement of property rights.

### (3) Other reasons for exclusion

Claims of the customer are also excluded if the infringement of property rights is caused by special specifications of the customer, by an application not foreseeable by us or by the fact that the delivery is modified by the customer or used together with products not supplied by us

### (4) Other defects of title

In the event of other defects of title, the provisions of Section IX shall apply accordingly.

### (5) Exclusion of further claims

Further claims or claims other than those regulated in this Section X and in Sections IX and XI by the customer against us and our vicarious agents due to a defect of title are excluded.

## XI. Other claims for damages

### (1) Disclaimer

Claims for damages and reimbursement of expenses by the customer, irrespective of the legal grounds, in particular due to breach of duties arising from the contractual obligation and from unauthorised action, are excluded.

### (2) Mandatory liability

This does not apply where liability is mandatory, e.g. under the Product Liability Act, in cases of wilful intent, gross negligence, injury to life, limb or health, breach of material contractual obligations and the assumption of guarantees. However, the claim for damages and reimbursement of expenses for the breach of essential contractual obligations is limited to the damage typical for the contract, unless there is intent or gross negligence or liability for injury to life, limb or health. The above provisions do not imply a change in the burden of proof to the detriment of the customer.

### (3) Statute of limitations

Insofar as the customer is entitled to claims for damages under this Section XI, these shall become time-barred upon expiry of the limitation period applicable to claims for material defects in accordance with Section IX (6). In the case of claims for damages under the Product Liability Act, the statutory limitation provisions shall apply.

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### XII. Contractual reservation / compliance with export control regulations

(1) The conclusion of the contract with us, as well as the deliveries and services provided by us (fulfilment of the contract) are subject to the proviso that there are no obstacles to fulfilment due to national or international regulations, in particular export control regulations, embargoes or other restrictions. The contractual partners undertake to provide all information and documents required for the export/transfer/import. Delays due to export inspections or authorisation procedures shall suspend deadlines and delivery times. If the necessary authorisations are not granted, the contract shall be deemed not to have been concluded with regard to the parts concerned; claims for damages by the customer shall be excluded in this respect and due to the aforementioned failure to meet deadlines.

(2) The Customer warrants and represents that at the time of the order and throughout the term of the contractual relationship, it (or any of its officers, employees, authorised representatives, agents or any other person acting on its behalf) will

- is not a sanctioned person and has not engaged or will not engage in activities or behaviour that could lead to being classified as a sanctioned person,
- does not violate sanctions or will violate sanctions in the future and has not violated sanctions in the last 10 years prior to appointment,
- has not taken any actions or failed to fulfil any legal obligations or to refrain from doing so in the future that would cause us to violate sanctions,
- establishes and maintains appropriate policies and procedures to ensure compliance with sanctions,
- was not the subject of an investigation or proceedings under a sanctions law.

(3) When passing on the contractual delivered by us or the services rendered by us (including technical support of any kind) to third parties, the customer shall comply with the applicable provisions of national and international (re-)export control law. In any case, he must comply with the (re-)export control regulations of the Federal Republic of Germany, the European Union and the United States of America when passing on such contractual items and services to third parties.

(4) Before passing on the contractual items delivered by us or the services rendered by us to third parties, the customer shall in particular check and take appropriate measures to ensure that

- it does not violate an embargo of the European Union, the United States of America and/or the United Nations - also taking into account any restrictions on domestic business and any prohibitions on circumvention - by passing on such goods and services to third parties, by brokering contracts for such goods and services or by providing other economic resources in connection such goods and services;
- such goods and services are not intended for a prohibited or nuclear or weapons-related use requiring authorisation, unless any necessary authorisations have been obtained;
- the regulations of all relevant sanctions lists of the European Union and the United States of America regarding business transactions with companies, persons or organisations named therein are complied with.

All embargoes must be strictly observed. The sanctions lists must be checked precisely and complied with. At our request, the customer shall provide evidence of the verification of the sanctions lists by means of suitable software programmes.

(5) If necessary for the performance export control checks by authorities or by us, the customer shall, upon request, immediately provide us with all information about the final recipient, the final destination and the intended use of the contractual items delivered by us or the services rendered by us, as well as any export control restrictions applicable in this respect.

(6) The customer shall indemnify us in full against all claims asserted against us by authorities or other third parties due to the customer's failure to comply with the above obligations under export control law and undertakes to compensate us for all damages and expenses incurred by us in this connection.

### XIII. Miscellaneous

#### (1) Withdrawal/cancellation by the customer

The customer's statutory right of cancellation does not any fault on our part if the delivery is defective. In all other cases, the customer may only withdraw from the contract in the event of a breach of duty for which we are responsible.

withdraw from the contract. Insofar as a contract for work and services the subject of the order, the customer's right of cancellation pursuant to § 648 BGB is excluded.

#### (2) Data protection

In the course of contract initiation and fulfilment, we may process personal data automatically. This is done in accordance with the relevant statutory provisions. We refer to our data protection information, which you can view by clicking on the link.

### XIV. Place of fulfilment and jurisdiction/applicable law

#### (1) Place of fulfilment

The place of fulfilment for the services owed by both parties under the contract is Emskirchen.

#### (2) Place of jurisdiction

Unless otherwise agreed, Nuremberg shall be the place of jurisdiction all disputes arising directly or indirectly from the contractual relationship. However, we shall also be entitled to take legal action at the customer's registered office.

#### (3) Applicable law

The legal relationship between us and the customer shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).