

General Terms and Conditions of Sale and Delivery

STABILA Messgeräte Gustav Ullrich GmbH
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for business transactions with commercial customers

§ 1 General, Sphere of Applicability

(1) These General Terms and Conditions of Sale and Delivery ("Terms and Conditions of Sale") apply to all our business relations with our customers. They only apply if the customer is an entrepreneur (§ 14 BGB – German Civil Code), a legal entity under public law or a special fund under public law.

(2) Our Terms and Conditions of Sale apply in particular to contracts for the sale and/or delivery of movable goods ("goods"), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the Terms and Conditions of Sale in the version valid at the time of the customer's order or, in any case, in the version last notified to the customer in text form shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case.

(3) Our Terms and Conditions of Sale shall apply exclusively; we do not recognise any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale shall also apply if we carry out the delivery to the customer without reservation in the knowledge of terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale and we do not expressly object to these terms and conditions.

(4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order confirmations take precedence over the Terms and Conditions of Sale. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

(5) Legally relevant declarations and notifications by the customer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these Terms and Conditions of Sale includes written and text form (e.g. letter or e-mail). Legal formal requirements and further proof, in particular in the case of doubts about the legitimacy of the person making the declaration, remain unaffected.

(6) References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these Terms and Conditions of Sale.

§ 2 Offer, offer documents

(1) Our offers are subject to change and non-binding, unless expressly stated otherwise in the respective offer.

(2) The order of the goods by the customer is deemed to be a binding offer of contract. Unless otherwise stated in the order, we may accept it within 4 weeks of its receipt by us. Acceptance can be declared in writing (by order confirmation) or by delivery of the goods to the customer.

(3) We reserve the property rights and copyrights to catalogues, illustrations, drawings, sketches, calculations and other documents. They may not be made accessible to third parties without our permission and must be returned to us immediately upon request or deleted depending on the form of transmission.

(4) Information in catalogues, drawings and descriptions as well as information on performance, dimensions, weights and colours are only approximate unless they are expressly the subject of a binding offer. Deviations are permitted within the scope of what is customary in the trade and are to be accepted by the customer. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, are permissible insofar as they do not impair the usability for the contractually intended purpose. We are not obliged to notify any changes that have been made.

§ 3 Prices and terms of payment

(1) Unless otherwise stated in the order confirmation, our prices shall apply in Euro FCA place named in the respective offer (Incoterms 2020), excluding packaging, freight, postage and value assurance. Any customs duties, fees, taxes and other public charges, in particular for any export clearance required, shall be borne by the customer.

(2) In the case of a sale by delivery to a place other than the place of performance (§ 5 para. 2 of these Terms and Conditions of Sale), the customer shall bear the transport costs ex warehouse or ex works, depending on which place is stated in the respective offer, and the costs of any transport insurance requested by the customer. Any customs duties, fees, taxes and other public charges shall also be borne by the customer in this case.

(3) The statutory turnover tax or value added tax is not included in our prices. If applicable, it will be shown separately on the invoice at the statutory rate.

(4) Unless otherwise stated in the order confirmation, the net purchase price (without deduction) shall be due for payment within 30 days from the invoice date and delivery or acceptance of the goods (if such has been agreed). However, we are

entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

(5) The deduction of a cash discount always requires a written agreement. The same applies to discounts, rebates and other remunerations. In the event of cessation of payment by the customer, the entire purchase price claim shall be due immediately. Any discounts, rebates and other benefits granted shall lapse in this case.

(6) Upon expiry of the aforementioned payment deadline, the customer shall be in default; the statutory provisions shall apply. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 HGB – German Commercial code) remains unaffected.

(7) The customer shall only be entitled to rights of set-off or retention insofar as its claim has been legally established or is undisputed. In the event of defects in the delivery, the customer's counter rights shall remain unaffected, in particular in accordance with § 6 para. 2 of these Terms and Conditions of Sale.

(8) If the goods are delivered later than 6 months after conclusion of the contract for reasons for which we are not responsible or as agreed, we reserve the right to change our prices accordingly if cost reductions or cost increases have occurred after conclusion of the contract, in particular due to raw material, transport, energy procurement costs, wage costs or material price changes. We shall inform the customer of the change in the cost situation.

(9) If it becomes apparent after the conclusion of the contract (e.g. by filing for insolvency proceedings) that our claim to the purchase price is jeopardised by the customer's inability to perform, we shall be entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline – to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare withdrawal immediately. The statutory regulations on the dispensability of setting a deadline remain unaffected.

§ 4 Delivery dates and delay in delivery

(1) Deadlines and dates for deliveries and services promised by us are always only approximate, unless a fixed deadline or date has been expressly promised and agreed. Delivery periods and dates shall be

agreed individually or stated by us in the order confirmation. We also reserve the right to agree a delivery period. This is the period between order confirmation and handover, dispatch or provision of the goods. In this case, we are entitled to deliver the goods from the beginning of the agreed delivery period. We may – without prejudice to our rights arising from default on the part of the customer – demand from the customer an extension of delivery and performance periods or a postponement of delivery and performance dates by the period during which the customer fails to fulfil its contractual obligations towards us and there is a lack of agreement on all terms and conditions of the transaction.

(2) The customer must take delivery of the goods within 10 days of receipt of our notification that they are ready (in particular that they are ready for loading). Exceeding the acceptance and take-over deadlines by more than 3 days constitutes a material breach of contract and entitles us, without prejudice to other remedies, to store the goods at our premises at the customer's expense and to charge for immediate payment.

(3) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the customer of this without delay and at the same time notify the customer of the expected new delivery deadline. If the service 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 customer. Non-availability of the service shall be deemed to exist, for example, in the event of late delivery by our supplier, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not obliged to procure in the individual case.

(4) The occurrence of our delay in delivery shall be governed by the statutory provisions. In any case, however, a reminder from the customer is required. If we are in default with a delivery or service or if the delivery or service becomes impossible for us, for whatever reason, our liability for damages shall be limited in accordance with §§ 7 and 8 of these Terms and Conditions of Sale. The rights of the customer pursuant to § 7 of these Terms and Conditions of Sale and our statutory rights shall remain unaffected.

§ 5 Delivery, Default of Acceptance, Dispatch and Transfer of Risk

(1) Delivery shall be made FCA place named in the respective offer (Incoterms 2020).

(2) At the customer's request and expense, the goods shall be shipped to another destination (sale by deliv-

ery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

(3) The risk of accidental loss and accidental deterioration of the sold goods shall pass to the customer at the latest upon delivery (handover or provision) to the customer, in the case of sale by delivery to a place other than the place of performance upon delivery to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment, and in the case of collection at the moment of acceptance of the goods. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. If the customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(4) If the customer is in default of acceptance, fails to fulfil other obligations to cooperate or if delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses.

(5) The unloading of the goods is the sole responsibility of the customer. He shall provide a paved access road, suitable unloading equipment and labour for this purpose. We will inform the customer of the time of delivery in good time.

(6) Packaging and dispatch are subject to our dutiful discretion at the expense of the customer. According to the customer's instructions and at the customer's expense, we insure the goods against transport damage.

(7) If dispatch is delayed at the request of the customer or for reasons for which the customer is responsible, the risk shall pass to the customer for the duration of the delay.

§ 6 Liability for defects

(1) The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title, unless otherwise stipulated below. In all cases, the statutory provisions on the sale of consumer goods (§§ 474 ff BGB) and the rights of the customer arising from separately issued guarantees, in particular on the part of the manufacturer, shall remain unaffected.

(2) The basis of our liability for defects is primarily the agreement reached on the quality and the presumed use of the goods (including accessories and instructions). The information in catalogues, drawings and descriptions as well as information on performance, dimensions, weight and colour shall be deemed to be an agreement on quality if

they are the express subject matter of a binding offer. Insofar as the quality has not been agreed, it is to be assessed in accordance with the statutory regulation whether a defect exists or not (§ 434 para. 3 BGB). Public statements made by the manufacturer or on his behalf, in particular in advertising or on the label of the goods, take precedence over statements made by other third parties.

(3) In the case of goods with digital elements or other digital content, we only owe provision and, if applicable, updating of the digital content insofar as this expressly results from a quality agreement pursuant to § 6 para. 2 of the Terms and Conditions of Sale. In this respect, we assume no liability for public statements made by the manufacturer and other third parties.

(4) Claims for defects on the part of the customer presuppose that the customer has duly fulfilled its obligations to inspect the goods and give notice of defects in accordance with § 377 HGB. In the case of building materials and other goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this in writing without delay. In any case, obvious defects must be notified to us in writing within 5 working days of delivery and defects which are not recognisable during the inspection must be notified to us within the same period of time after discovery. If the customer fails to carry out the proper inspection and/or give notice of defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for incorporation, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, the customer shall in particular have no claims for reimbursement of corresponding costs ("removal and incorporation costs"). We shall also not be liable in principle for defects of which the customer is aware or grossly negligent in not being aware at the time of conclusion of the contract.

(5) Insofar as there is a defect in the goods, we may first choose whether we provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement). If the type of subsequent performance chosen by us is unreasonable for the customer in the individual case, the customer may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

(6) We are entitled to make the sub-

sequent performance owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a reasonable part of the purchase price in relation to the defect.

(7) The customer shall give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to us at our request in accordance with the statutory provisions; however, the customer shall not have a claim for return. Subsequent performance does not include the dismantling, removal or disassembly of the defective item or the installation, fitting or assembly of a defect-free item if we were not originally obliged to perform these services. Claims of the customer for reimbursement of corresponding costs ("removal and installation costs") remain unaffected.

(8) We shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, in accordance with the statutory provisions and these Terms and Conditions of Sale if a defect is actually present. Otherwise, we may demand reimbursement from the customer of the costs incurred as a result of the unjustified request to remedy the defect if the customer knew or could have recognised that there was actually no defect.

(9) In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the customer has the right to remedy the defect himself and to demand reimbursement from us of the expenses objectively necessary for this. We must be informed immediately of any such self-remedy before it is carried out. The right of self-execution does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

(10) If a reasonable period of time to be set by the customer for subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price according to the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.

(11) Claims of the customer for reimbursement of expenses according to § 445a para. 1 BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c p. 2, 327 para. 5, 327u BGB). Claims of the customer for damages or reimbursement of futile expenses (§ 284 BGB) shall

also exist in the event of defects in the goods only in accordance with the following §§ 7 and 8 of these Terms and Conditions of Sale.

§ 7 Joint and several liability

(1) Insofar as nothing to the contrary arises from these Terms and Conditions of Sale, including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

(2) We shall be liable for damages – irrespective of the legal grounds – within the scope of fault liability in the event of intent and gross negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), in the following cases

a) for damages resulting from injury to life, body or health,

b) for damages resulting from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability is limited to the compensation of the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from § 7 para. 2 shall also apply to third parties as well as to breaches of duty by persons (also in their favour) whose fault we are responsible for according to statutory provisions. They do not apply insofar as a defect was fraudulently concealed or a guarantee for the quality of the goods was assumed and for claims of the customer under the Product Liability Act.

(4) Due to a breach of duty that does not consist of a defect, the customer may only withdraw or terminate if we are responsible for the breach of duty. A free right of termination of the customer (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

§ 8 Limitation

(1) Notwithstanding Section 438 (1) No. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.

(2) The above limitation periods of the law on sales also apply to contractual and non-contractual claims for damages of the customer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the customer pursuant

to § 8 para. 2 p. 1 and p. 2 (a) as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

§ 9 Retention of title

(1) We retain title to the goods sold until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

(2) The goods subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. The customer must notify us immediately in writing if an application is made to open insolvency proceedings or insofar as third parties (e.g. seizures) have access to the goods belonging to us. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO – German Code of Civil Procedure, the customer shall be liable for the loss incurred by us.

(3) In the event of conduct by the customer in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand surrender of the goods on the basis of the reservation of title. The demand for return does not at the same time include the declaration of withdrawal; we are rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the customer does not pay the purchase price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

(4) Until revoked in accordance with (c) below, the customer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:

(a) The retention of title extends to the products resulting from the processing, mixing or combining of our goods at their full value, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b) The customer hereby assigns to us by way of security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance

with the above paragraph. We accept the assignment. The obligations of the customer stated in paragraph 2 shall also apply in respect of the assigned claims.

(c) The customer remains authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations towards us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right pursuant to para. 3. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we are entitled to revoke the customer's authority to further sell and process the goods subject to retention of title.

(d) If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

(5) The customer is obliged to treat the object of purchase with care; in particular, he is obliged to insure it adequately at replacement value against fire, water and theft damage at his own expense. If maintenance and inspection work is required, the customer must carry this out in good time at his own expense.

§ 10 Goods in special design

(1) If goods are produced in special design on customer order, in particular – but not exclusively – folding rules with advertising print, an exact delivery of the ordered quantity cannot be promised due to the production process. The customer agrees to accept the quantity actually produced up to an excess or short delivery of 10% of the quantity originally ordered. Deviating from this, the excess or short delivery for spirit levels is up to 3 %.

(2) The tools required for the special production, such as printing stamps, are always our property, even if the customer has contributed to the costs.

(3) By his request or the conclusion of the contract, the customer assures that he is entitled to use the prints (designs, logos, images, etc.) commissioned by him on the ordered items and, in particular, that they do not violate copyright and industrial property rights regulations.

(4) In the event that any claims, whether under the provisions of copyright law or the provisions of industrial property law, are asserted against us by third parties on account of the manufacture of the ordered goods with the desired imprint, the customer undertakes to indemnify us against all claims asserted against us and to fulfil all obligations arising for us from this claim.

(5) We reserve the right not to execute an order if the print layout requested by the customer would violate applicable laws, could be punished as an administrative offence, has racist, xenophobic, violence-glorifying, radical, anti-constitutional or sexist content or is to be classified as immoral for other reasons. However, we are not obliged to check print layouts for possible violations. The responsibility in this respect lies exclusively with the customer. If a print layout violates the above conditions, we are entitled to reject the order. If we become aware of the infringement after part of the service owed has already been provided, we shall be entitled to refuse further execution of the order and to demand compensation from the customer for the costs incurred up to that point and for the loss of profit. The customer has the right to prove that no damage has been incurred or that the damage is lower.

§ 11 Applicable law, place of jurisdiction

(1) These Terms and Conditions of Sale and the contractual relationship between us and the customer shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Annweiler. The same shall apply if the customer is an entrepreneur within the meaning of § 14 BGB. However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these Terms and Conditions of Sale or a prior individual agreement or at the general place of jurisdiction of the customer. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.