



General delivery conditions of Sauter Feinmechanik GmbH

§ 1 Validity

(1) All deliveries, services and offers of Sauter Feinmechanik GmbH (hereinafter referred to as "Seller") are exclusively based on these General Terms and Conditions of Delivery. They are an integral part of all contracts concluded by the Seller with its contractual partners (hereinafter also referred to as "Customer") for the deliveries of goods and other services offered by the Seller (hereinafter also jointly referred to as "Services"). They shall also apply to all future services or offers to the Customer, even if they are not separately agreed again.

(2) If, in individual cases, contractual or legal obligations are also established with persons who are not themselves parties to the contract, the liability provisions of these General Terms and Conditions of Delivery shall also apply to these third parties, insofar as they were included vis-à-vis the third parties when the obligation was established. This shall be the case in particular if the third parties have become aware of these General Terms and Conditions of Delivery at the time of the establishment of the obligation or have already become aware of them.

(3) Terms and conditions of the Customer or third parties shall not apply, even if the Seller does not separately object to their application in individual cases. Even if the Seller refers to a letter that contains or refers to the terms and conditions of the Customer or a third party, this shall not constitute an agreement to the validity of those terms and conditions.

§ 2 Offer, conclusion of contract, form, product liability, information on performance, rights to documents, etc., export control clause

(1) All offers of the Seller are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. The Seller may accept orders or commissions within (14) days of receipt.

(2) The legal relationship between the Seller and the Customer shall be governed solely by the contract concluded in writing, including these General Terms and Conditions of Delivery and, if available, a declaration of conformity relating to the performance in accordance with Annex II Part 1 Section A of Directive 2006/42/. This contract fully reflects all agreements between the contracting parties concerning the subject matter of the contract. Oral promises made by the Seller prior to the conclusion of this Contract shall not be legally binding and oral agreements between the Contracting Parties shall be replaced by the written Contract, unless expressly agreed otherwise between the Contracting Parties.

(3) If the countries in which the Customer will resell the deliveries of the Seller have different, in particular stricter, product liability or product safety regulations than according to German law, the Customer shall inform thereof before conclusion of the contract. If the Customer fails to provide this information, the Seller is entitled to withdraw from the contract within one month of learning of the relevant legal situation. If the Seller executes the contract, the Customer is obligated to indemnify the Seller against any claims of third parties which go beyond performance obligations in a comparable product liability case in Germany.

(4) Supplements and amendments to the agreements made, including these General Terms and Conditions of Delivery, must be in writing to be effective. With the exception of managing directors or authorized signatories, the Seller's employees shall not be entitled to make verbal agreements deviating from the written agreement. Transmission by telecommunication in text form, in particular fax or e-mail, are sufficient to comply with the written form.

(5) Information and representations of the Seller regarding the performance (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data as well as drawings and illustrations) are only approximate, unless the usability for the contractually intended purpose requires an exact conformity. They are not guaranteed characteristics, but approximate descriptions of the performance. 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 as they do not impair the usability for the contractually intended purpose.

(6) The Seller retains ownership, copyright and other rights of use to all offers and cost estimates submitted by it as well as drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the Customer. The Customer may not make these items available to third parties, either as such or in terms of content, disclose them, use them himself or through third parties, or reproduce them without the express consent of the Seller. At the request of the Seller, he shall return these items in full to the Seller and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of usual data backup.

(7) Export control clause: If the Seller concludes a contract with the Customer for services outside of the EU ("Export Contract"), this shall be subject to the condition precedent that there are no obstacles due to relevant national, European and international Export Control Law provisions including embargoes and sanctions, both according to the laws of Germany, the EU and the U.S. ("Export Control Law"), in particular that the Export Contract and its execution are not prohibited by law and that any required export licenses are granted. The potential Customer is obligated to inform of any obstacles under Export Control Law before concluding the Export Contract.

If the execution of the Export Contract is delayed or impossible due to the requirements of the Export Control Law, the Seller's liability for delay in delivery or failure to deliver shall be excluded. In the event of a delay in delivery in accordance with this paragraph, the agreed delivery date shall be extended by the duration of the delay in delivery. If it is not possible to carry out the export transaction in accordance with this subsection 2, the Seller is entitled to withdraw from the contract.

The Customer undertakes to comply with the Export Control Law in the event of resale, onward delivery or re-export of our Services. If the Customer culpably violates the Export Control Law, he shall compensate the Seller for any resulting damage.

§ 3 Prices, price increase, payment, set-off and rights of retention

(1) The prices shall apply to the scope of Services and deliveries listed either in Seller's offer or order confirmation. Additional or special services shall be charged separately. The prices are in EUR, ex works plus packaging, the statutory value added tax, in the case of Export Contracts plus customs duties, fees and other public charges, if not explicitly agreed otherwise.

(2) If the agreed prices are based on the Seller's list prices and the delivery is to be made more than four months after conclusion of the contract, the Seller's list prices valid at the time of delivery shall apply (in each case less an agreed percentage or fixed discount).

If, during the period between conclusion of the contract and delivery, suppliers increase their prices with respect to the goods or Services concerned or their input materials, or if objective cost increases occur due to changes in collective bargaining agreements, the Seller is entitled to increase the prices accordingly, also in relation to the Customer, if delivery is not to take place until more than four months after conclusion of the contract and the cost increase exceeds 5%. The Seller shall reduce prices accordingly if deliveries are to be made in more than four months and objective cost reductions of more than 5 % occur.

(3) Unless otherwise agreed in writing, the Seller may demand payment in instalments of 1/3 each as a down payment after conclusion of the contract, after notification by the Seller that the goods are ready for dispatch and after transfer of risk in accordance with § 5 (3) of these General Terms and Conditions of Delivery. Invoice amounts are to be paid within thirty days of the invoice date without any deductions. The date of receipt by the Seller shall be decisive for the date of payment. Payment by check, bill of exchange or acceptance is only permitted if expressly agreed and even then, only applies on account of payment. If the Customer fails to make payment when due, interest of 5% p.a. shall be charged on the outstanding amounts from the due date; the right to claim higher interest payments and further damages in the event of default remain unaffected.

(4) Offsetting against counterclaims of the Customer or the exercise of rights of retention due to such claims shall only be permissible to the extent that the counterclaims are undisputed, have been finally determined by a court of law or result from a tortious act of the Seller committed with intent or from the same contract under which the relevant performance is owed.

§ 4 Delivery, Time Provisions, Plea of Uncertainty, Delays by the Customer, Storage Costs, Partial Deliveries, Force Majeure, Right to Refuse Performance in the Case of Insignificant Services, Default by the Seller

(1) Deliveries shall be made EXW (Incoterms 2020), unless explicitly agreed otherwise.

(2) Deadlines and dates for Services promised by the Seller are always approximate, unless a fixed deadline or date has been expressly promised or agreed. If a fixed period or date has been agreed, this is subject to the condition that the Customer duly and punctually performs the acts of cooperation incumbent upon it, provides all documents to be supplied and makes any agreed advance payments. If shipment has been agreed, delivery periods and delivery dates shall refer to the time of handover to the forwarder, carrier or other third party entrusted with the transport, unless expressly stated otherwise.

The Seller may - without prejudice to its rights arising from default on the part of the Customer - demand from the Customer an extension of performance periods or a postponement of performance dates by the period during which the Customer fails to meet its contractual obligations towards the Seller.

(3) The Seller shall be entitled to perform or provide outstanding Services only against advance payment or provision of collateral if, after conclusion of the contract, circumstances become known to the Seller which are likely to substantially reduce the creditworthiness of the Customer and as a result of which payment of the Seller's outstanding claims by the Customer arising from the respective contractual relationship (including from other individual orders to which these General Terms and Conditions of Delivery apply) is jeopardized.

(4) If the shipment is delayed at the request of the Customer or if the risk in the goods or Services has passed, the Seller may invoice the costs incurred by the storage at a flat rate of 0.25% of the invoice amount (incl. VAT) for each week, but not more than 10% of the invoice amount (incl. VAT). The proof of higher costs by the Seller or lower costs by the Customer remains admissible.

(5) In the event of default in acceptance on the part of the Customer, the Seller is entitled, after setting and fruitless expiry of a reasonable term for collection, to otherwise dispose of the delivery item and to subsequently supply the Customer again with a reasonably extended deadline.

(6) If performance on call has been agreed, the Customer shall accept the entire scope of performance within a reasonable period of time, but no later than three months after agreement of the call order. At the end of this call-off period, the Seller shall be entitled to invoice the Customer concurrently against provision of the entire scope of performance.

(7) The Seller shall not be liable for impossibility of performance or for delays in performance if these are caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortage of labor, energy or raw materials, difficulties in procuring materials or energy, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the failure to deliver, incorrect delivery or late delivery by suppliers despite a congruent covering transaction concluded by Seller) for which Seller is not responsible. This also includes delays caused by Covid-19 or the war against Ukraine. If such events make it substantially more difficult or impossible for the Seller to perform and the impediment is not only of temporary duration, the Seller is entitled to withdraw from the contract. In the event of hindrances of temporary duration, the performance deadlines are extended or the performance dates are postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the Customer cannot reasonably be expected to accept the performance as a result of the delay, it may withdraw from the contract by means of an immediate written declaration to the Seller.

(8) The Seller shall be entitled to partial performance if

_the partial performance is usable and of interest to the Customer within the scope of the contractual intended purpose, and

_the Customer does not incur any significant additional effort or costs as a result (unless the Seller agrees to compensate the additional effort and costs).

(9) The Seller is entitled to refuse performance or supplementary performance if such performance or supplementary performance require an effort which, taking into account the content of the contract and the principles of good faith, is grossly inconsistent with the Customer's interest in performance. This

shall be the case in particular if the omitted performance or manufacture or the performance or manufacture in breach of duty does not affect the Customer or affects it only insignificantly, e.g., in the case of blemish.

(10) Delays in performance will not cause the Seller to be in default if the Seller is only guilty of slight negligence. If the Seller is in default with a performance or if a performance becomes impossible for him, for whatever reason, the Seller's liability for damages is limited in accordance with § 8 of these General Terms and Conditions of Delivery.

§ 5 Place of performance, dispatch, packaging, transfer of risk, storage costs, acceptance

(1) The place of performance for all obligations arising from the contractual relationship is at the Seller's registered office, unless otherwise specified. If the Seller is also responsible for the installation, the place of performance is the place where the installation is to take place.

(2) If the Seller owes shipment or packaging of goods, the type of shipment and packaging is at the Seller's dutiful discretion.

(3) The risk of accidental loss or deterioration of the performance, e.g. goods, shall pass to the Customer upon acceptance of the performance, if the performance is to be accepted pursuant to § 5 (5) of these General Terms and Conditions of Delivery, and otherwise:

_if shipment of the goods has been agreed and the Seller has not assumed transport or installation, at the latest upon handover of the goods to the forwarding agent, carrier or other third party designated to carry out the shipment (whereby the beginning of the loading process is decisive);

_if the shipment or handover is delayed due to a circumstance the cause of which lies with the Customer, from the day on which the goods are ready for shipment and the Seller has notified the Customer of this;

_otherwise with the handover of the Service to the Customer.

(4) The Seller will insure the goods and/or Services against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the Customer and at the Customer's expense.

(5) Insofar as an acceptance has to take place - in the case of a one-time special production for the Customer, after installation, obligation of the Seller to bring about the functional suitability or in accordance with the agreement - the performance is deemed accepted when

_the delivery – and, if the Seller is also responsible for the installation, the installation – has been completed,

_the Seller has notified the Customer thereof with reference to the fiction of acceptance pursuant to this § 5 (5) of these General Terms and Conditions of Delivery and has requested the Customer to accept,

_10 (ten) working days have elapsed since delivery or - if owed - installation, or the Customer has started using the performance (e.g. has put the delivered system into operation) and in this case 7 (seven) working days have elapsed since delivery or installation, and

_the Customer has failed to accept the goods within this period for a reason other than a defect notified to the Seller, which makes the use of the purchased goods impossible or significantly impairs their use.

§ 6 Obligation to examine and give notice of defects, warranty period, warranty, material defects, exclusion in case of used goods

(1) The delivered goods shall be inspected carefully immediately after delivery to the Customer or to a third party designated by the Customer. With regard to obvious defects or other defects which would have been recognizable in the course of an immediate, careful inspection, they shall be deemed to have been approved by the Customer if the Seller does not receive a written notice of defect within 7 (seven) working days after delivery.

With regard to other defects, the delivered goods shall be deemed to have been approved by the Customer if the written notice of defect is not received by the Seller within 7 (seven) working days after the time at which the defect became apparent; however, if the defect was already apparent at an earlier time during normal use, this earlier time shall be decisive for the commencement of the period for giving notice of defect. At the request of the Seller, a defective item shall be returned to the Seller carriage paid. In the event of a justified complaint, the Seller shall reimburse the costs of the most favorable shipping

route; this shall not apply if the costs increase because the item is located at a place other than the place of use stipulated in the contract. In the absence of any agreement to the contrary, use at the Customer's place of business shall be assumed.

Insofar as an acceptance has to take place in accordance with § 5 (5) of these General Terms and Conditions of Delivery, the provisions of this § 6 (1) shall not apply.

(2) The warranty period shall be one year from delivery or other performance of the Service. Insofar as an acceptance has to take place in accordance with § 5 (5) of these General Terms and Conditions of Delivery, the warranty period shall commence from acceptance. The warranty period shall not apply to claims for damages of the Customer arising from injury to life, body or health, from intentional or grossly negligent breaches of duty by the Seller or its vicarious agents, from breaches of a guarantee or product liability, each of which shall become statute-barred in accordance with the statutory provisions.

(3) In the event of material defects, the Seller shall first be obligated and entitled to rectify the defect or to make a replacement delivery at its discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the Customer may withdraw from the contract or reasonably reduce the purchase price. As a rule, failure of supplementary performance shall only be assumed after two unsuccessful attempts at supplementary performance.

(4) In the event of material defects of products of other manufacturers, including and without limitation IT-products, which the Seller cannot remedy for licensing or factual reasons, the Seller shall, at its discretion, assert its warranty claims against the manufacturers and suppliers for the account of the Customer or assign them to the Customer. In the event of such defects, warranty claims against the Seller shall only exist under the other conditions and in accordance with these General Terms and Conditions of Delivery if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the Customer against the Seller is suspended.

(5) If a defect is caused culpably or subject to a guarantee by the Seller, the Customer may claim damages under the conditions stipulated in § 8 of these General Terms and Conditions of Delivery.

(6) Warranty claims by the Customer do not apply if the Customer has modified the object of performance or has it modified by a third party without the consent of the Seller and the elimination of the defect becomes impossible or unreasonably difficult as a result. In any case, the Customer bears the additional costs of remedying the defect resulting from the modification.

(7) Any delivery of used items agreed with the Customer in individual cases is made to the exclusion of any warranty for material defects.

§ 7 Property Rights

(1) In accordance with this § 7, the Seller warrants that the subject matter of the performance is free of any industrial property rights or copyrights of third parties which prevent the Customer from using the performance in accordance with the contract. Each contracting party notifies the other contracting party in writing without delay if claims are asserted against it due to the infringement of such rights.

(2) If the performance infringes an industrial property right or copyright of a third party, the Seller shall, at its discretion and at its expense, modify or replace the subject matter of the performance in such a way that no rights of third parties are infringed any more, but it continues to fulfill the contractually agreed functions, or procure the right of use for the Customer by concluding a license agreement with the third party. If the Seller fails in doing so within a reasonable period of time, the Customer is entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages by the Customer are subject to the limitations of § 8 of these General Terms and Conditions of Delivery.

(3) In the event of infringements of rights by products of other manufacturers supplied by the Seller, including and without limitation IT-products, the Seller will, at its discretion, assert its claims against the manufacturers and upstream suppliers for the account of the Customer or assign them to the Customer. In such cases, claims against the Seller exist only in accordance with this § 7 if the judicial enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, e.g. due to insolvency.

§ 8 Liability for damages due to fault

(1) The Seller's liability for damages, irrespective of the legal grounds, e.g. impossibility, delay, defective or incorrect performance, breach of contract, breach of duties during contract negotiations and tort, shall

be limited in accordance with the provisions of this § 8, insofar as fault (e.g., at least negligence) is involved in each case.

(2) The Seller shall not be liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, unless this involves a breach of material contractual obligations. Material contractual obligations are the obligation to deliver, install or perform in due time, the freedom from defects of title as well as such material defects which impair the functionality or usability of the performance more than insignificantly, as well as consulting, protection and custody obligations which are intended to enable the Customer to use the performance in accordance with the contract or which are intended to protect the life or limb of the Customer's personnel or to protect the Customer's property from significant damage.

(3) Insofar as the Seller's liability for negligence is not excluded on the merits pursuant to § 8 (2), such liability shall be limited to damage which the Seller foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen if it had exercised due care. Limitations of liability according to this § 3 shall not apply in the case of gross negligence on the part of members of the Seller's executive bodies or senior employees.

(4) The above exclusions and limitations of liability shall apply to the same extent in favor of the organs, legal representatives, employees and other vicarious agents of the Seller.

(5) Insofar as the Seller provides technical information or acts in an advisory capacity and such information or advice is not part of the contractually agreed scope of performance owed by the Seller and does not relate to advisory, protective and custodial duties which are intended to enable the Customer to use the performance in accordance with the contract or which are intended to protect the life and limb of the Customer's personnel or to protect the Customer's property from significant damage, this shall be done free of charge and to the exclusion of any liability.

(6) The limitations of this § 8 shall not apply to the Seller's liability for intentional conduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act.

§ 9 Retention of title

(1) The Seller retains title to the delivered goods until the purchase price for the pertaining goods has been paid in full (simple retention of title). If, in addition, the Seller has other claims against the Customer at the time of delivery or until their payment, the Seller retains title to delivered goods until all further claims have been settled, including balance claims from a current account relationship limited to this delivery relationship (current account reservation).

The goods as well as the goods covered by the retention of title taking their place according to the following provisions are hereinafter referred to as "Reserved Goods".

If title retention requires registration at Customer's place of business or at the destination of the Reserved Goods, Customer is obligated to register Seller's right.

(2) The Customer is obligated to store the Reserved Goods free of charge for the Seller. Pledges and transfers by way of security are not permitted. In the event of pledges, seizures or other dispositions or impairments by third parties, the Customer will immediately notify such third parties of the Seller's ownership and inform the Seller without delay in order to enable the Seller to 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 Customer will be liable to the Seller for this.

(3) The Customer shall be entitled - in accordance with the provisions of this § 9 - to process and sell the Reserved Goods in the ordinary course of business until the case withdrawal according to subsection occurs.

Normal business operations shall no longer be deemed to exist if the Customer is in arrears with its payment obligations to the Seller one month after the occurrence of default, bills of exchange are protested to the Customer, payments are suspended or an application for insolvency is filed. In this case, the Customer is obligated, at the request of the Seller, to inform the Seller of the addresses of its customers and its customers of the assignments, to refrain from collecting the claims and to permit collection by the Seller.

(4) If the Reserved Goods are processed by the Customer, the processing shall be carried out in the name and for the account of the Seller as manufacturer and the Seller shall acquire direct ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the Reserved Goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the Reserved Goods to the value of the newly created item. If the

Reserved Goods are combined or inseparably mixed with other items to form a uniform item and if one of the items is to be regarded as the main item, so that the Seller or the Customer acquires sole ownership, the party to whom the main item belongs shall already transfer to the other party upon conclusion of the contract pro rata co-ownership of the uniform item in the ratio specified in sentence 1 of this subsection 4.

(5) In the event of resale of the Reserved Goods, the Customer assigns the resulting claim against the purchaser - in the event of co-ownership of the Seller in the Reserved Goods on a pro rata basis according to the co-ownership share - to the Seller already upon conclusion of the contract by way of collateral. The same shall apply to other claims which take the place of the Reserved Goods or otherwise arise with regard to the Reserved Goods, such as insurance claims or claims in tort in the event of loss or destruction. The Seller accepts the assignment. The Seller revocably authorizes the Customer to collect the claims assigned to the Seller in its own name. The Seller may revoke this collection authorization only in the event of subsection 7.

(6) The Seller shall release the Reserved Goods as well as the items or claims replacing them if their value exceeds the amount of the secured claims by more than 50%. The choice of the items to be released thereafter shall lie with the Seller.

(7) If the Seller withdraws from the contract in the event of a breach of contract by the Customer - in particular default of payment - the Seller shall be entitled to demand the return of the Reserved Goods.

§ 10 Place of jurisdiction, applicable law, severability clause

(1) If the Customer is a merchant, a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the Seller and the Customer shall be at the Seller's registered office. However, the Seller remains entitled to sue the Customer at the Customer's administrative headquarters or, in the case of natural persons, at the Customer's place of residence. This shall also apply to proceedings limited to proof by documents, bills of exchange and checks. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.

(2) The relations between the Seller and the Customer are governed exclusively by the laws of the Federal Republic of Germany. The application of international private law and the UN Convention on Contracts for the International Sale of Goods is excluded.

(3) Should any provision of these General Terms and Conditions of Delivery be or become invalid or unenforceable, the validity of the remaining provisions shall not be affected thereby. The same shall apply in the event of a loophole. A suitable provision shall then take the place of the invalid or unenforceable provision or close the loophole. This provision shall come as close as possible to what the parties intended or - in the case of a loophole - would have intended according to the sense and purpose of these General Terms and Conditions of Delivery.

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