

# General Terms and Conditions

## System Strobel GmbH & Co. KG

Date: 14.10.2021

**SYSTEM STROBEL**  
QUALITÄT DIE LEBEN RETTET

### 1. Scope of application

(1) These General Terms and Conditions apply to all contractual relationships between System Strobel GmbH & Co. KG and its customers concerning deliveries and services – of whatever kind – made or provided by System Strobel GmbH & Co. KG to customers.

(2) These General Terms and Conditions shall be part of the contract, unless the contracting parties have made derogating individual agreements.

(3) System Strobel GmbH & Co. KG shall make its deliveries and provide its services exclusively on the basis of these General Terms and Conditions. We only recognise opposing terms and conditions or terms and conditions of the customer which deviate from our General Terms and Conditions where System Strobel GmbH & Co. KG (hereinafter "Vendor") expressly consents to their application. Otherwise, the customer shall be deemed to have recognised these General Terms and Conditions at the latest when it takes receipt of or accepts the delivery or service.

(4) The Vendor reserves title and the copyright in all offers, drawings and other documents.

(5) Specifications in the descriptions, documents and diagrams regarding performance, operating costs, speeds, weights and measurements, consumption, etc. are only approximations and are not guaranteed qualities.

### 2. Offer and conclusion of the contract

(1) The Vendor's offers are merely requests to make an offer and are therefore always non-binding. Contracts are only concluded once the Vendor has confirmed them in writing.

(2) The Vendor's offers can be freely revoked until they have been accepted by the purchaser and lapse irrevocably, irrespective of whether they have been revoked, 4 weeks after receipt by the purchaser.

(3) The written order confirmation from the Vendor and any written collateral or amendment agreements apply to the scope of the delivery, in each case in conjunction with these General Terms and Conditions.

(4) The Vendor reserves the right to make changes to the construction, material and performance, providing that this does not impair the suitability of the delivery item for use.

(5) All offers and drawings as well as other documents which the purchaser receives in connection with an offer as a result of an order are confidential. The Vendor reserves all rights in these documents.

### 3. Prices and payment

(1) The prices are ex manufacturer's works. The value added tax in the respective valid amount at the time of delivery shall be charged additionally. Costs of packaging, transportation, customs and other duties shall be borne by the purchaser.

(2) The Vendor is entitled to request a reasonable advance payment when the contract is awarded.

(3) Where no specific payment periods have been agreed, the price owed by the purchaser shall be due for payment within one week of notification of completion or of when the invoice is handed over or sent and at the latest on acceptance or handover – without applying discounts or other deductions.

(4) Where part-deliveries are made, the Vendor is entitled to raise part invoices.

(5) In the event of late payment, the Vendor has the right to charge default interest from this time at the rate which the bank charges the Vendor for its overdraft loans, but at least 9 percentage points above the basic interest rate of the European Central Bank.

(6) In the event that the terms of payment are not observed or where circumstances come to the Vendor's attention after conclusion of the contract which considerably affect the purchaser's creditworthiness, all claims shall be due for payment immediately, irrespective of the term of the bill accepted, once a reminder has been sent setting a subsequent deadline. In this case, the Vendor is entitled to only perform deliveries and services still owed in return for advance payment or payments of security or, after expiry of a reasonable subsequent deadline, to rescind the contract reserving its rights to reimbursement of the expenses incurred. If the Vendor rescinds the contract, the purchaser, if it or a third party had the delivery item in its possession after delivery, must reimburse the Vendor for all loss of value, culpable or not, in addition to compensation for use. The Vendor can either claim reimbursement of the actual use and loss of value or, at its discretion, a fixed amount of compensation of 3 % of the purchase price, unless the purchaser can prove that the damage is lower.

(7) Retaining payments or setting off payments of the purchaser, which have not yet been established by a court of law or which are contested by the Vendor, are excluded.

(8) The purchaser agrees to its claims and liabilities as against the Vendor being offset by the Vendor. All prerequisites must be appraised at the time when the order is placed and not when the claims fall due for payment. If claims are due at different times, they shall be calculated as per the value date. In the case of current account relationships, the offsetting shall extend to the balance.

(9) The Vendor is entitled to unilaterally alter agreed prices if and to the extent that for the Vendor the costs of procuring products or services required to perform the contract awarded change between when the contract is concluded and delivery. Such a price alteration is not permissible if a fixed price was expressly agreed.

### 4. Completion and delivery period

(1) Delivery periods shall commence when the contract is awarded but not before the documents, permits and approvals to be provided by the purchaser are provided.

(2) The delivery period shall be deemed met if the delivery item has left the manufacturer's works by expiry of the delivery period or the purchaser has been informed that the delivery item is ready for dispatch.

(3) In the event of *force majeure*, e.g. riot, strike, lock-out or where unforeseen impediments occur which lie outside of the Vendor's sphere of influence, such as operational disruptions at the manufacturer's works or in the event of impediments for which a supplier is responsible, the delivery period shall be extended accordingly, even where the impediments resulted during a delay already present.

(4) Six weeks after a missed non-binding delivery date, the purchaser can demand in writing that the Vendor make its delivery within a reasonable period. After fruitless expiry of this subsequent period, the Vendor shall be in default. The Vendor shall not fall into default if the purchaser has not complied with the contractual obligations incumbent on it.

(5) In the event of default by the Vendor, the purchaser is only entitled to claim a fixed amount of compensation. For each full week by which the delivery deadline is overstepped, the fixed compensation shall be ½ %, but no more than 5 % in total, of the part or entire delivery which has not been delivered owing to the default.

(6) If the purchaser delays the delivery date by not carrying out its duties of cooperation, e.g. delivering items to be installed, modified or developed, if it does not accept the delivery item after transfer of risk or does not comply with its payment obligations, the Vendor can, after sending a warning setting a subsequent deadline, rescind the contract or demand compensation for non-performance. In the latter case, the Vendor is entitled to either demand reimbursement of the actual damage incurred or, at its discretion, compensation in the amount of 15 % of the purchase price, unless the purchaser proves that the damage incurred was less. Alternatively, after granting a subsequent period which fruitlessly expires, the Vendor is also entitled to dispose of the delivery item and to supply the purchaser subject to a reasonable extension to the delivery period.

(7) For these cases of unforeseeable events, where the economic significance or the content of the service changes considerably or have considerable effects on the Vendor's operation, and in the case that it subsequently transpires that performance is impossible, the contract shall be adjusted accordingly. Where it is not financially viable, the Vendor shall have the right to rescind the contract in whole or in part. The purchaser shall not be entitled to any compensation claims as a result of such a rescission.

(8) The Vendor is entitled to subcontract work and to carry out test runs and transfer journeys with the delivery item.

### 5. Passage of risk and handover of the delivery item

(1) Risk shall pass to the purchaser when the delivery item is handed over to the carrier, forwarding agent or is collected or, where the Vendor has agreed to transport the item, when loading commences, and when the item leaves the manufacturer's works at the latest.

(2) If dispatch or collection is delayed for circumstances for which the Vendor is not responsible, the risk shall pass to the purchaser as soon as it has been informed that the goods are ready for dispatch. From the day of a subsequent reminder, the purchaser shall bear any warehousing costs incurred at third parties or, where the item is stored at the Vendor, ¼ % of the invoice amount per month.

(3) The purchaser must take receipt of items delivered even if they contain slight defects. This shall not affect the rights set out in section 7.

(4) Part deliveries are permitted.

(5) The purchaser must accept the delivery item within 7 days of receipt of the notification that the item is ready for collection, unless acceptance is excluded owing to the nature of the subject of the contract. In the event of non-acceptance, the Vendor can exercise its statutory rights.

### 6. Retention of title

(1) The Vendor reserves title in all delivery items until payment in full of all of the claims to which it is entitled resulting from the business relations with the purchaser. In the case of a running account, the entire reserved property shall serve to secure the total claim. If the value of the securities for the Vendor and its company group exceeds the claims against the purchaser by more than 25%, if requested to do so by the purchaser, the Vendor shall release securities at its discretion.

(2) The Purchaser may neither pledge the delivery item nor transfer it as security. In the event of a pledge or seizure or other disposal by third parties, it must inform the Vendor without delay by way of registered letter and bear the costs of measures to remedy the intervention, especially court proceedings, if collection from the opposing party is not possible.

(3) The purchaser may only sell the reserved goods delivered in the ordinary course of business and only providing that it is not in default and only subject to its own reservation of title.

(4) The purchaser's claims arising from selling the goods on or selling the reserved goods are assigned now in advance to the Vendor, irrespective of whether the reserved goods are sold on or resold with or without further processing to one or more than one customer. The assigned claim shall serve as security up to the value of the respective reserved goods sold or resold.

(5) If the delivery item is combined with another item belonging to the purchaser and made into a new homogeneous item, the Vendor shall be entitled to co-ownership in the new item according to ratio of the value of the delivery item versus the invoice value of the other item. If the purchaser acquires the sole ownership of the new item according to the

statutory provisions, the purchaser and the Vendor agree that the purchaser shall transfer to the Vendor co-ownership in the new item according to the ratio of the value of the delivery item versus the invoice value of the other item.

(6) In the event of a breach of contract by the purchaser, especially in the case of default with payment or if insolvency proceedings are instituted over the assets of the purchaser, the Vendor is entitled to take back the goods and the purchaser shall have a duty to return them excluding any retention right. All costs incurred as a result of returning the goods shall be borne by the purchaser. The Vendor is entitled, irrespective of the purchaser's payment obligation, to sell the delivery item taken back as well as its accessories for the best possible price by way of a private sale. Asserting retention of title and pledging the delivery item by the Vendor shall not constitute rescission of the contract, unless otherwise provided by statute.

### 7. Warranty

(1) The delivery item must be inspected without delay. Defects – including the lack of guaranteed qualities – must be notified to the Vendor in writing without delay after their discovery. Apparent defects can only be notified in writing within a period of 7 days from receipt of the goods. If the purchaser fails to notify the Vendor of the defects, the goods shall be deemed accepted. The inspection duty and the duty to notify the Vendor of defects apply accordingly if a delivery item other than the delivery item ordered or a quantity of the delivery item ordered other than the quantity ordered is delivered providing that the delivery item does not deviate from the item ordered so significantly that the purchaser's consent must be regarded as excluded.

(2) Unless otherwise agreed, the Vendor warrants that the subject of the contract will be free from defects in such a way that it corresponds to the state of the art at the time when the order was placed when it is accepted or handed over. Details in the descriptions, documents and diagrams about the subject of the contract and its performance, operating costs, speeds, weight, energy and measurements, consumption, etc. are non-binding and not a guarantee of quality within the meaning of section 443 of the German Civil Code (*Bürgerliches Gesetzbuch*). The Vendor shall not provide a warranty for defects which result from improper use by the Purchaser, e.g. by inappropriate use, non-compliance with operational and maintenance instructions, improper assembly or putting into operation, improper repair, overuse, use of unsuitable operating means and materials.

(3) If the purchaser has a warranty claim, the following rights apply:

a) The Vendor may, at its discretion, either remedy the defect or deliver a new item ("Subsequent Performance"). The place for Subsequent Performance must be determined by the Vendor taking account of the interests of the purchaser. If only parts need to be replaced in order to remedy the defect, these must be returned by the purchaser to the Vendor free of postage and shipping costs. Replaced parts shall become the property of the Vendor.

b) If Subsequent Performance fails or if the Vendor refuses to provide Subsequent Performance, the purchaser can rescind the contract or reduce the agreed price. The purchaser can only request compensation subject to the provisions set out in section 8.

(4) If the Vendor expressly recognises a warranty event, the Vendor shall bear the costs of the cheapest shipping option and the reasonable costs of assembly. Assembly costs shall only be reimbursed subject to the assembly being carried out by the Vendor or a garage recognised by the Vendor. Any further claims of the purchaser, apart from those listed in sections 8 and 9, are excluded.

(5) After speaking to the Vendor, the purchaser must grant the Vendor the necessary time and opportunity as soon as possible to carry out all of the improvement work and to deliver the replacement parts which the Vendor considers necessary at its due discretion. Only where operational safety is at risk, which must be notified to the Vendor immediately, or if the Vendor is in default with remedying the defect shall the purchaser have the right to remedy the defect itself or to have it remedied by third parties and to request reimbursement of the reasonable costs from the Vendor.

(6) Warranty claims of the purchaser against the Vendor subject to the above provisions shall lapse after one year. This does not apply to claims for damages due to injury to life, body or health or due to grossly negligent or intentional damage. The limitation period shall commence when the subject of the contract is accepted. If acceptance is excluded on grounds of the nature of the subject of the contract, the limitation period shall commence when the item is delivered.

### 8. Purchaser's rescission right

(1) The purchaser can rescind the contract if the Vendor is permanently unable to perform the entire service before transfer of risk.

(2) The purchaser is also entitled to rescind the contract if the Vendor has unsuccessfully set the Vendor a reasonable period to provide the service or make a replacement delivery in writing stating that it is refusing to accept the service or replacement delivery.

(3) If delivery is impossible during the delay in acceptance or as a result of fault on the part of the purchaser, the purchaser shall still have a duty to pay the consideration.

(4) The purchaser also has the right, at its discretion, to rescind the contract or to reduce the purchase price if the Vendor does not remove or remedy the defect within a subsequent reasonable period set by the purchaser in accordance with section 7.

### 9. Liability, entrepreneur's recourse

(1) The Vendor shall be liable for injury to life, body or health as well as for damage caused as a result of a negligent or intentional breach of a cardinal duty by the Vendor or its statutory representatives or vicarious agents in accordance with the statutory provisions. Cardinal duties are duties which must be met in order for the contract to be properly performed at all and upon the observation of which the customer is regularly entitled to rely.

(2) For damage which does not fall under (1) above, the Vendor shall only be liable where the damage results from a grossly negligent breach of duty by the Vendor or an intentional or grossly negligent breach of duty by one of the Vendor's statutory representatives or vicarious agents. However, liability is limited to damage which is typical and foreseeable.

(3) If recourse is taken to the purchaser as entrepreneur in accordance with section 478 of the German Civil Code (*Bürgerliches Gesetzbuch*), it must notify the Vendor about the claim with the details of the claimed defect without delay in writing in order to protect its recourse claim against the Vendor. It shall be sufficient for the notification to have been dispatched by the time limit. However, the purchaser shall be responsible for proving when it was received. Where the recourse claim against the Vendor is not already excluded on the basis of sentence 1 or section 377 of the German Civil Code (*Bürgerliches Gesetzbuch*), the Vendor is entitled, at its discretion, to settle the claim by way of individual compensation or by supplying the purchaser with a reasonable additional quantity free of charge with its next order. The additional quantity shall be deemed reasonable if it corresponds to the proportion of goods which were defective versus the defect-free goods in the previous deliveries.

### 10. Place of performance, place of jurisdiction and applicable law

(1) Place of performance is the place where the Vendor has its registered office.

(2) For all present and future claims arising from the business relations including claims arising from bills of exchange and cheques, the exclusive place of jurisdiction is Aalen. The Vendor is also entitled to file claims at the place of the purchaser's registered office.

(3) The law of the Federal Republic of Germany shall apply exclusively to the contractual relationship excluding the UN Convention on Contracts for the International Sale of Goods.

### 11. Transfer of rights and duties of the purchaser

Transfers of rights and duties under the contract as well as the assignment of claims by the purchaser shall require the prior written consent of the Vendor to be valid.

### 12. Collection, processing and use of data

(1) The Vendor saves the data of the purchaser which is necessary to process the order. The Vendor precautionary measures which are financially viable and technically feasible and possible in order to prevent unauthorised access to this data by third parties.

(2) The Vendor only collects data from the purchaser without its consent which is necessary to perform the order and process the contract. Where personal data is saved and/or processed in this connection, this takes place in compliance with the data protection legislation. By placing the order, the purchaser agrees to its personal data being saved, processed and used.

### 13. Invalidity of a condition

Should one or more than one provision of these General Terms and Conditions be or become invalid this shall not affect the validity of the other provisions.