

## **General Terms and Conditions of ODW-ELEKTRIK GmbH:**

### **1. General terms**

1.1. These terms and conditions of sale and delivery apply exclusively to companies (section 14 of the German Civil Code or “BGB”), legal persons and legal special funds. Our contracts are concluded exclusively on the basis of these General Terms and Conditions. We hereby contradict to any deviating terms and conditions of our contractual partner. The supply of the goods without further express objection does not constitute an acceptance of deviating terms and conditions. Subsidiary agreements are only effective in case of a written confirmation. The contractual partner accepts the above terms and conditions with the conclusion of the contract, unless deviations from these terms and conditions are expressly confirmed by a written acknowledgement of individual points in the contract.

### **2. Offers**

- 2.1. Our offers are only binding if they are made in writing and expressly designated as binding. We are bound by our offers for sixty calendar days from the date of the offer.
- 2.2. We reserve the property rights and copyrights to all documents provided to the customer in connection with the placing of the order, such as calculations, drawings, etc. These documents may not be made accessible to third parties unless we give our express written consent to do so. At our request, the documents must be returned to us without delay.

### **3. Prices and payment terms**

- 3.1. Unless otherwise agreed, the prices are ex works excluding packaging plus the applicable statutory value added tax. Costs of packaging shall be invoiced separately.
- 3.2. We reserve the right to increase the prices appropriately if cost increases occur after conclusion of the contract, in particular due to increases in material and labor costs. These will be communicated to the buyer upon request.
- 3.3. Unless otherwise agreed, our payment claims are to be paid within 30 days of the invoice date until receipt of payment without deduction. Offsetting or retention on the basis of any counterclaims shall be excluded unless these have been expressly recognized by us in writing or have been legally established. If the due date or the contractually agreed payment period is exceeded, we shall be entitled to charge the legal interests on arrears.
- 3.4. We accept cheques and bills of exchange only after prior agreement and only on account of payment. The buyer shall bear all costs associated with the cheques and bills of exchange.
- 3.5. The buyer shall make payments to the bank accounts specified by us.



#### 4. Delivery dates / delay

- 4.1. The compliance with deadlines for deliveries requires the timely receipt of all documents to be provided by the buyer, necessary approvals and releases, in particular order documents, drawings or the supply of any assembly parts and other obligations by the buyer. If these prerequisites are not fulfilled in due time, the deadlines are extended accordingly.
- 4.2. The retention of payments due to any counterclaims of the other party, or the offset of claims from the same contractual relationship is not permitted unless the claim has been legally established or is not disputed by us.

#### 5. Force majeure

- 5.1. Force majeure, labor disputes, unrest, official measures and other unforeseeable, unavoidable and serious events shall release the contractual partners from their performance obligations for the duration of the disruption and to the extent of its effect. This shall also apply if these events occur at a time when the affected contractual partner is in default. The contractual partners are obliged to provide the necessary information without delay within the scope of what is reasonable, and to adapt their obligations to the changed circumstances in good faith.

#### 6. Transfer of risk

- 6.1. The risk shall pass to the buyer - even in the case of agreed freight-free delivery - as soon as the delivery has left our warehouse or the other intended place of dispatch.
- 6.2. If the dispatch of the goods is delayed by the buyer or his agent, the risk of loss or deterioration of the goods shall pass to the buyer on the day on which the goods are ready for dispatch. Transport damage must be reported to us and to the forwarder without delay; an infringement of this leads to the exclusion of our liability for the damage.
- 6.3. We shall only insure shipments at the express request of the customer. The costs are charged to the customer. Binding delivery times are to be agreed separately on an individual basis. Partial deliveries are allowed.
- 6.4. The delivery period has to be extended appropriately in the case of unforeseeable, extraordinary events which cannot be avoided despite the due and reasonable care required under the circumstances of the case, such as operational breakdowns, strikes and lockouts, export and import embargos, non-granting or revocation of approvals or permits or other official measures; this shall also apply if one of the before mentioned events occurs at a supplier or other manufacturer.

#### 7. Tool procurement and costs

- 7.1. These tools shall remain our property, unless the transfer of ownership of the tools - which have been manufactured or procured by us explicitly for the manufacture of the goods to be delivered to the buyer - has been expressly agreed in writing. The full payment of the manufacturing costs for these tools does not cancel our right of ownership to the tool.

## 8. Reservation of ownership

- 8.1. We reserve the right of ownership of the goods delivered by us until all outstanding claims have been paid in full or until cheques have been credited. The buyer may only sell the goods in the regular course of business.
- 8.2. The buyer is prohibited from pledging or assigning the reserved goods as security. In the case of seizure or confiscation of the goods or other measures taken by third parties, the buyer must inform us immediately.
- 8.3. In the case of default in payment by the buyer, we shall be entitled to take away the goods and the buyer shall be obliged to surrender them. The claims arising from the resale of the goods subject to retention of title are hereby assigned to us, irrespective of whether the sale takes place without or after processing or mixing of the goods subject to retention of title with other goods not belonging to us. We hereby accept this assignment. If the security provided by the reservation of ownership exceeds the claim to be secured by more than 10 %, we shall be obliged to release securities at our discretion at the request of the buyer. The buyer is only authorized to collect the assigned claims as long as he duly fulfils his payment obligation towards us.

## 9. Material defects and warranty

- 9.1. The buyer is obliged to inspect the goods received immediately after delivery and to notify us in writing of any recognizable defects without delay. Defects that are not recognizable must be reported to us by the buyer in writing immediately after their discovery. If he refuses to do so, we are released from liability for defects.
- 9.2. The buyer shall give us the opportunity to remedy the defect within a reasonable period of time and make the damaged goods including packaging available for inspection. If the subsequent fulfillment fails within the granted period, the buyer may, at his choice, withdraw from the contract on the defective delivery or reduce the purchase price.
- 9.3. If the purchased goods and/or services provided by us are defective, including the lack of the contractually agreed quality, we shall, at our discretion, either provide a replacement or remedy the defect; the number of attempts to remedy the defect or provide a replacement may not be less than three. Subsequent performance shall take place exclusively at the registered business headquarter of our company.
- 9.4. Unless otherwise agreed in these terms and conditions or in individual cases, the warranty is based on the statutory provisions and legal laws.
- 9.5. Warranty claims do not apply if the defect is due to violation of operating, maintenance and installation instructions, unsuitable or improper use, faulty or negligent handling, natural wear and tear as well as tampering with the supplied item by the buyer or third parties.
- 9.6. The period of limitation for rights in the case of defects is one year. It begins with the delivery of the goods to the buyer and does not start anew for re-worked services.
- 9.7. Warranty shall be assumed for our services in accordance with the following provisions. We shall be liable in accordance with the statutory provisions insofar as a contractual obligation has been breached by us or our agents fraudulently, intentionally or through gross negligence or

damage to life, body or health has occurred or we have assumed a guarantee which was intended to avoid the damage. Liability for slight negligence is excluded unless a material contractual obligation, the fulfilment of which was important to the party and on which it could rely (cardinal obligation), was breached. In this case, the amount of liability is limited to the foreseeable damage typical for the contract. These limitations of liability shall also not apply insofar as recourse claims are asserted against us as suppliers in accordance with section 478 of the German Civil Code (BGB) or claims in accordance with section 1.4 of the German Product Liability Law (Produkthaftungsgesetz). Complaints about partial deliveries do not entitle the customer to reject the remaining delivery.

## 10. General provisions

- 10.1. In all cases, the contractual relationship is subject to the German law (in particular the German Civil Code (BGB) and the German Commercial Code (HGB)) under exclusion of all conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 10.2. The place of performance and exclusive place of jurisdiction and for all disputes arising from this contract is our registered business headquarter, unless otherwise agreed.
- 10.3. Should individual terms of this contract be or become invalid or contain a gap, the remaining terms shall remain unaffected. The parties undertake to replace the invalid regulation with a legally permissible regulation that comes as close as possible to the economic purpose of the invalid regulation or fills this gap.

Steinau an der Strasse, July 2022