

General conditions of sale and delivery

1. General/scope of application

Our general conditions of sale and delivery only apply to business transactions with entrepreneurs, legal entities under public law and fund assets under public law. We only recognise conflicting or different terms of business insofar as we explicitly consent to their validity in writing or in text form. The delivery of goods and services and the acceptance of payments do not signify consent, even if the delivery or service is made or accepted in the knowledge of conflicting or different terms of business. These conditions of delivery also apply to all future contracts with the purchaser in respect of transactions of a related nature.

2. Conclusion of contracts and changes to contracts

2.1 Our offers and quotes are non-binding. They represent an invitation to the purchaser to submit a binding offer to conclude a contract (order) and are therefore not binding on us. The order will be deemed accepted when the order is confirmed by us in text form at least. A tacit acceptance is excluded. Verbal agreements or agreements made by telephone must be confirmed by us in text form to be effective. The same applies to additions, amendments or additional agreements.

3. Delivery, transfer of risk

3.1 Unless otherwise agreed, a delivery deadline will be deemed to have been met if the goods have left our factory or were handed to the purchaser by the appointed time, or the purchaser was notified of readiness for shipment by the appointed time. Delivery ex works from Lampertheim will be deemed to be agreed, regardless of any other agreement. This also applies to partial deliveries.

3.2 The date of our order confirmation is definitive for calculating the delivery deadlines. However, delivery periods only start to run once the purchaser has correctly and promptly met its obligations, in particular to provide the documents and information

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1. 通则/适用范围

本销售与交货条款和条件仅适用于与企业、公法下的法人和公法下的专项基金之间的商业往来。冲突的或偏离的商业条款和条件只有在我方以书面或文本形式明确同意的情况下，才能得到我方的认可。货物或服务的交付以及接受付款不构成对冲突或偏离条款的认同，即使在对冲突或偏离条款和条件了解的情况下进行了交付或收款。对于类似性质的交易，本交付条款和条件同样适用于与买方将来签订的合同。

2. 合同签订和变更

2.1 我方报价无约束力。仅要求买方提供具有约束力的要约，用于签订合同（订单），因此对我方尚无约束力。我方至少以书面形式确认后，该订单被视为已被接受。不存在默认接受。口头或电话协议需要我方以书面形式确认后才能生效。这个条件同样适用于合同的补充、变更以及附加约定。

3. 交付，风险转移

3.1 除非另有约定，否则如果货物在到期之前已经离开我方工厂或已经交给运输人员或者已经通知买方准备发货时，则视为按期交货。在不影响任何其它协议的前提下，默认为从Lampertheim出厂。同样适用于分批交付。

3.2 我方的订单确认日期是计算交货期的基础。但是，在买方及时并合乎规定地履行其义务之前，特别是递交他需要提供的材料、信息和任何必要的许可和文件，并向我们提供商定的首付款或信用证之前，交付期不得开始。

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it has to source, as well as any necessary approvals and documents, and made the agreed down payment to us or provided us with the agreed letter of credit.

3.3 If following conclusion of the contract the purchaser wishes to make changes to the agreement, this will lead to an extension of the delivery period or postponement of the delivery date. Depending on the order situation, the extension period may be longer than that which would be required purely to implement the desired changes.

3.4 We will be entitled to make partial deliveries or to make partial provision of services insofar as this is reasonable for the purchaser.

3.5 In relation to shipment, unless otherwise agreed, the risk of accidental destruction or accidental deterioration passes to the purchaser at the time of shipment of the goods, including where partial deliveries are made. The same applies if the purchaser defaults on acceptance or debt obligations. Where acceptance is required, this is the definitive point at which risk is transferred. At the customer's request, we will insure the consignment against theft, breakage, transport damage, fire and water damage and other insurable risks at the customer's expense.

3.6 If the purchaser defaults on acceptance, we may demand a flat-rate compensation of 0.20% of the net price per calendar day, but a total of no more than 5% of the net price of the goods. We reserve the right to provide evidence that a higher loss has been incurred. The purchaser reserves the right to provide evidence that no or only minimal loss has been occurred. Otherwise, statutory provisions apply.

3.7 The purchaser obtains a non-exclusive right of use to software forming part of the scope of delivery, including the documentation, on the designated delivery item. Use of the software on more than one system is prohibited. The purchaser may only reproduce, revise, translate software, or convert it from object code to source code, within the

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3.3 如果买方希望在合同签订后对货物进行变更,则会延长交货期或延迟交货日期。根据订单情况,延长期可能大于仅仅实施变更请求所需的时间。

3.4 我们有权进行分批交付,除非对于买方过分苛刻。

3.5 除非另有约定,即使分批交付,发货时意外丢失或意外损坏的风险也将转移给买方。买方受领货物延误或债务人违约时同样适用。必须进行的货物接收,构成风险转移的决定性因素。按买方要求,我方可为货物的被盗、破损、运输、火灾和水损以及其它可保风险投保,费用由买方承担。

3.6 如果买方不能按时接收货物,我可以要求支付赔偿金,每个日历日以货物净价的0.20%计算,但总数不超过货物净价的5%。我方保留权利,证明因此产生了更高损失。买方保留权利,证明因此没有或只是造成轻微损失。此外适用法律规定。

3.7 对于交付范围一部分的软件,包括文档,买方将获得与交付物关联的非独占使用权。禁止在一套以上的系统上使用软件。买方仅允许在合同约定的或预设的范围内对软件进行复制、加工、翻译或从目标代码转换为源代码。买方承诺不会删原作者信息 - 特别是版权声明 - 或在未经事先明确同意的情况下进行更改。软件和文档的所有其它

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contractually agreed or assumed scope. The purchaser undertakes not to remove manufacturer's specifications – particularly copyright notices – or to modify them without prior explicit consent. All other rights to the software and documentation, including copies, remain with us or with the software supplier. It is not permissible to issue sub-licences.

4. Force majeure

Measures as part of industrial disputes, force majeure, malfunctions arising through the fault of no party, unrest, official actions or other unavoidable events will result in an extension of the delivery period, insofar as such obstacles will have a significant impact on the completion or delivery of the ordered goods. If the interruption lasts more than 3 months, each contracting party will be entitled to withdraw from the unfulfilled part of the contract in writing. In the event of a withdrawal from any part of the contract, we must be reimbursed for the costs of work already completed, including materials. Upon request, each contracting party must state at the end of the 3-month deferral period whether or not it wishes to continue with the contract.

5. Prices and payment

5.1 Unless otherwise agreed, our prices are prices ex works including packaging but with duty unpaid and excluding freight and statutory VAT.

5.2 Unless otherwise agreed, payments must be made in euros within 10 days of the invoice date for contract work and within 30 days for deliveries, due net and without any charges to us. Defaults on payment will be subject to statutory provisions.

5.3 The purchaser only has set-off rights and repayment rights insofar as its counterclaims are not contested or are confirmed to be legally admissible.

6. Warranty

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权利（包括副本）属于我方或软件供应商。不允许授予从属许可。

4. 不可抗力

劳资纠纷、不可抗力、无过失的生产中断、骚乱、官方措施和其它不可避免的事件，如果对订购货物的完工或交付造成相当大的影响的，在此背景下采取的措施将导致交货期延长。如果中断持续时间超过3个月，合同各方有权以书面形式退出合同中未履行的部分。如果退出，必须偿还我方已经完成工作的费用，包括材料。根据要求，合同的每一方必须在3个月的延迟期结束时声明是否希望继续履行合同。

5. 价格与付款

5.1 除非另有约定，否则我方价格为出厂价，且不包括包装、关税以及运费和法定增值税。

5.2 除非另有约定，否则合同工作应在10天内、交付货物在发票日期后30天内以欧元全额无扣除支付。延迟付款按相关法律规定处理。

5.3 买方只有在其的反索赔主张无可争议或具有法律效力时，才有权对发票进行抵扣和留置。

6. 质保期

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6.1 Quality and legal defects the deliveries are subject to statutory requirements, unless otherwise specified below. Warranty rights of the purchaser presuppose that the latter will honour its obligations under § 377 of the German Commercial Code to inspect goods and report defects in the correct manner.

6.2 If the delivered goods have a defect at the time of the transfer of risk, we will correct the goods or provide replacement goods at our discretion, subject to the defect being reported within the prescribed deadline. The purchaser shall give us the requisite time to perform all the improvements and replacement deliveries that we reasonably deem necessary, otherwise we will be exempt from liability for defects. If supplementary performance fails, the purchaser may withdraw from the contract within the scope of statutory provisions or reduce remuneration. Claims for compensation and reimbursement of expenses are based on section 8. However, reimbursement of expenses is excluded if expenses are increased because the goods were subsequently taken to a place other than the branch office of the purchaser, unless taking them to this other place was in accordance with the intended use.

6.3 We specifically do not accept any liability in the following cases: inappropriate or incorrect use, faulty installation or commissioning by the purchaser or a third party, natural wear and tear, incorrect or negligent handling, incorrect maintenance, inappropriate equipment, deficient construction work, use of an inappropriate foundation, or chemical, electrochemical or electrical factors.

6.4 We accept no liability for the issue of any requisite approvals under public law or for compliance with immission regulations, subject to any agreements specifying otherwise.

6.5 Warranty claims of the purchaser will lapse 12 months after completion of delivery. This does not affect the longer periods of limitation under §§ 438 paragraph 1 no. 2, 478 paragraph 1 and 634a of the German Civil Code.

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6.1 如果交付物存在实体和法律的缺陷，除下文另有说明外，按法律规定处理。买方享有质保权利的条件是其履行了商法典第377条规定的检查并发出缺陷通知的义务。

6.2 如果交付的货物在风险转移时存在缺陷，并且及时收到缺陷通知，我方将选择对货物进行修理或更换。为了能实施根据合理判断认为必要的修理和更换，买方必须给予我方必要的时间和机会，否则我方不承担缺陷责任。如果补救失败，买方可以按照法律规定退出合同或减少支付 赔偿要求和费用补偿见第8条。货物事后被转移到买方分公司以外的地方而产生的额外费用，除非转移符合货物的预期用途，否则不能获得补偿。

6.3 特别在下列情况下我方不承担质保责任：不当或违反规则的使用、买方或第三方错误的安装调试、自然磨损、错误或大意使用、不当的维护保养、不合适的生产资料、有缺陷的施工、不合适的地基、化学电化学或电气影响等。

6.4 除非另有约定，否则我方不负责获得任何必需的公法许可证或满足排放规定。

6.5 买方的质保主张在完成交付的12个月后失效。民法典第438条第1款第2项和第478条第1款和634a款不受影响。

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7. Rights of withdrawal and termination

7.1 In addition to the statutory rights of withdrawal, we will also be entitled to withdraw from the contract if the purchaser becomes insolvent, it stops making payments, an application is made to open insolvency proceedings on its assets or the opening of insolvency proceedings on its assets is declined for lack of assets, or a significant deterioration in the purchaser's financial circumstances has occurred or is liable to occur and there is a resulting risk that an obligation towards us will not be met.

7.2 If a continuous obligation exists, the alternatives cited in section 7.1 provide grounds for extraordinary termination the contract without notice.

7.3 If we withdraw from or terminate the contract, the purchaser shall reimburse us for any losses incurred as a result of this, unless the purchaser is not responsible for the rights of withdrawal or termination occurring.

8. Liability for losses

8.1 We accept unlimited liability for claims for compensation and reimbursement for wasted expenses in the context of §§ 284 insofar as the cause of loss is based on wilful intent or gross negligence. In the case of breaches of material obligations based on minor negligence, our liability will be limited to foreseeable loss typical for the contract. We will not accept liability for breaches of non-material contractual obligations based on minor negligence.

8.2 The restriction of liability defined in section 8.1 does not apply to loss of life, physical injury or damage to health, to a defect following assumption of a guarantee for the quality of the product, or to fraudulently concealed defects. This does not affect liability based on the German Product Liability Act or liability based on other compulsory liability.

8.3 Our liability will not exceed statutory requirements in any circumstances. Where our liability is limited or excluded, this also applies to the

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7.解约和终止权利

7.1除了法定解约权之外，如果买方失去支付能力、买方停止付款、对买方的资产申请了破产程序、或者买方的破产程序因资产不足而被拒、或者买方财务状况严重恶化或即将恶化从而危及对我方履行交付义务时，我方有权解除合约。

7.2 如果存在永久性债务，按照上述第7.1条可立刻非正常终止合同。

7.3 我方退出或解除合同，买方须赔偿因此而造成的我方损失，除非买方对合同退出和解除的缘由不承担责任。

8.损失赔偿责任

8.1 如果损失是源于蓄意或重大过失，我方对损失赔偿和第284条说明的徒劳费用的赔偿承担无限制责任。对于履行重大义务时的轻微疏忽，我方的责任仅限于可预见的合同典型损失。对于履行非合同重大义务时的轻微疏忽，我方不承担责任。

8.2 第8.1条中的责任限制不适用于生命、人身和健康损害、承担产品特性保证后发生的缺陷和恶意隐瞒的缺陷。“产品责任法”下的责任以及其它强制性责任不受影响。

8.3 在任何情况下，我方都不承担超出法定索赔的责任。对我方责任的限制或免除也同样适用于我方职员、雇员、员工、代表和履行助手的个人责

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personal liability of our officers, workers, employees, representatives and vicarious agents.

9. Retention of title

9.1 We reserve ownership of our goods until all claims from the business relationship, including any refinancing or return bills, have been paid. We are entitled to take goods back if the purchaser behaves in a manner contrary to the contract.

9.2 The purchaser is obliged to treat the goods with due care while it still does not have ownership of the goods. In particular, it is obliged to insure them against theft and fire and water damage at its own expense. If maintenance and inspection work is required, the purchaser must complete this work at its own expense.

9.3 Processing the goods does not give the purchaser any ownership of the fully or partially manufactured items; any processing is done exclusively on our behalf. In processing with goods in third-party ownership, we acquire co-ownership of the new items. The extent of co-ownership is based on the proportion of the invoice value of the product delivered by us in relation to the invoice value of the remaining product. The same applies where products are blended. However, if the retention of title lapses, it is herewith agreed that co-ownership or ownership of the items will transfer to us at the point of processing. The purchaser remains the non-paid custodian of these items. To safeguard our claims against the purchaser, the purchaser shall assign to us its requirements against a third party arising as a result of combining the goods with a plot of land, which assignment we herewith accept.

9.4 The purchaser is entitled to resell the goods subject to retention of title in the context of a normal business transaction. The purchaser herewith assigns its claim from the resale of the goods subject to retention of title to us, including in cases where the goods have been processed. Besides our goods subject to retention of title, the processed product

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任。

9.所有权保留

9.1 在因商业关系产生的所有权利（包括任何再融资或期票票据）支付之前，我方保留货物的所有权。如果买方违反合同，我方有权收回货物。

9.2 在所有权转移之前，买方有义务谨慎处理货物。特别是有义务自费针对盗窃、火灾和水灾投保。如果必须进行维护和检查工作，买方须自费按时完成。

9.3 通过对货物的加工，买方并不获得全部或部分制成品的所有权；加工完全是为我方进行。在使用第三方拥有的物品对货物进行加工时，我方将获得新制成品的共同所有权。共同所有权的比例按照我方所交付的货物的发票价值与剩余货物的发票价值之比计算。这同样适用于产品的混合搭配。如果所有权保留仍然无效，则现在就达成共识，加工货物的共同所有权或所有权将转移给我方。买方仍然免费对这些物品进行保管。作为我方对买方的债权的担保，买方将其通过货物与地产的结合而产生的对第三方的债权转让予我方，我方现在就接受转让。

9.4 买方有权在正常的商业往来中转售所有权保留货物。买方特此向我方转让转售所有权保留货物而产生的、与货物加工程度相符的债权。如果加工产品除了我方所有权保留货物外仅含有之前属于买方的或者是以简单所有权保留形式交付的商品，则买方将整个售价债权转让予我方。否则，

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only contains items that either belonged to the purchaser or were delivered only subject to a simple retention of title, the purchaser will assign the same purchase price claim to us. Otherwise, we will be entitled to a fraction of the claim according to the proportion of the invoice value of our goods subject to retention of title in relation to the invoice value of the other processed items.

9.5 We undertake to release collaterals insofar as the value of these collaterals exceeds the claims to be secured by more than 20%.

10. Documents and secrecy

All commercial or technical information disclosed by us, regardless of the form in which it was issued and regardless of the storage medium, e.g. calculations, drawings and models, must, while and insofar as it is not demonstrably publicly known, or where it has been provided by us for the purposes of the resale of goods by the purchaser, be kept secret from third parties. Such information must not be reproduced, be used for commercial purposes, or be passed to third parties. At our request, such information, including any copies made, and any items handed over must be returned to us immediately and in full, or be destroyed, at our discretion. We reserve ownership and all rights to such information (including copyrights and the right to apply for industrial property rights). Insofar as this information has been disclosed by third parties, this reservation of rights also applies in favour of these third parties.

11. Export control

11.1 Deliverables and performance are subject to the condition that there are no obstacles in the way of fulfilment based on national or international export control regulations, in particular embargoes or other sanctions. The purchaser undertakes to provide any such information or documents as are required for export or shipment. Delays caused by export checks or approval procedures will invalidate deadlines and

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我方将获得根据我方所有权保留货物的发票金额与其它加工物品的发票金额之比计算的部分债权。

9.5 我们承诺，当担保价值超过被担保债权价值的20%时，退还担保。

10. 资料和保密

由我方提供的所有商业或技术信息，如计算、图纸和模型，无论以何种形式散发，无论采用何种存储介质，只要能证明它们不为公众所知，或者是我方通过买方转售的，就必须对第三方保密。未经我方事先书面同意，此类信息不得复制或进行商业使用或向第三方披露。我方提出要求时，这些信息，包括所制作的任何副本和遗留的任何物品，必须立即、完整地按照我方选择进行退还或销毁。我方保留此类信息的所有权以及其它一切权利（包括版权和注册知识产权的权利）。如果信息是第三方提供的，这种权利保留也适用于第三方。

11. 出口管制

11.1 履行货物交付和服务义务的前提是与国家或国际出口管制条例，特别是禁运或其它制裁发生冲突。买方承诺提供出口或装运所需的所有信息和资料。由于出口检查或批准程序导致的延误使规定的截止日期和交货时间无效。如果无法获得必需的许可，或者货物交付和服务不能被核准，则认为合同未完成。如果为了符合国家或国际法

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delivery periods. If the necessary approvals are not issued, or if the deliverables and performance cannot be approved, the contract will be deemed not to have been concluded. We are entitled to terminate the contract without notice if termination of the contract is required by us in order to comply with national or international regulations. Enforcement by the purchaser of loss due to termination of the contract is excluded in this case.

11.2 It was incumbent on the purchaser to comply with the respective applicable regulations under national and international export control law at the time of forwarding the goods delivered by us or the services rendered by us to a third party.

12. General provisions

12.1 If one of the clauses of these provisions and any other agreements made becomes ineffective, this shall not affect the validity of the remaining provisions. The contracting parties are obliged to replace the ineffective clause with a clause that most closely reflects the commercial impact of the ineffective clause.

12.2 Contractual relations are subject exclusively to German law to the exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).

12.3 The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships on which these purchasing conditions are based is Lampertheim. We are also entitled to bring an action against the purchaser at the court responsible for the location of its headquarters or branch office or at the court responsible for the place of fulfilment at our discretion.

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律规定而必须解约，我方有权立刻终止合同。在这种情况下，买方不得因合同终止而提出索赔主张。

11.2 在将我方交付的货物或提供的服务提供给第三方时，买方必须遵守国家和国际出口管制法的相关适用法规。

12. 一般规定

12.1 如果本采购条款条件其它所涉及的协议的某一条规定无效或失去效力，其余部分的有效性不受影响。缔约方有义务，用经济效果尽可能相似的规定取代无效规定。

12.2 合同关系完全由德国法律管辖，冲突法和联合国销售公约（CISG）不适用。

12.3 依据本采购条款与条件的合同关系直接或间接引起的所有诉讼争议管辖法院所在地为 Lampertheim。我方另外有权选择，在买方经营地点或分支机构或合同履行地的法院对其提出起诉。