

**I. General**

1. All our services, in particular deliveries under supply contracts, services under contracts for work and any other services, are based on these terms and conditions. Deviating terms and conditions of purchase shall not become part of the contract even through acceptance of the order. A contract shall be concluded exclusively with our written order confirmation. The scope of delivery and performance is conclusively described by the order confirmation and/or our supplementary approval drawing. An approval drawing shall be deemed accepted if it is not objected to in writing within 5 working days.
2. Our offers are subject to change. The order of the goods by the customer is deemed to be a binding offer of contract. A contract shall only be concluded upon our written order confirmation and shall be governed exclusively by the content of the order confirmation and these PSC.
3. We reserve all property rights, industrial property rights and copyrights to all documents, materials and other objects (such as samples, cost estimates, drawings, catalogues, presentations, plans, documentation, calculations, product descriptions and specifications as well as similar information) of a tangible and intangible nature that are handed over. They shall not be made accessible to third parties, modified, exploited or reproduced, either as such or according to their content, without our prior written consent. The recipient shall use them exclusively for the contractual purposes and return them to us in full at our request and destroy (or delete) any existing (including electronic) copies insofar as they are no longer required by him in the ordinary course of business and in accordance with statutory retention periods. The recipient shall not be required to destroy any computer files stored securely by the recipient that are created during automatic system back-ups.
4. The customer and we shall keep secret the information received from the other party during the performance of the contract, this shall also apply - for an indefinite period - after the termination of the supply contract. This obligation does not apply to information which the receiving party was already legitimately aware of at the time of receipt without any obligation to maintain secrecy, or which subsequently becomes legitimately aware of without any obligation to maintain secrecy, or which - without a breach of contract by one of the parties - is or becomes generally known.
5. The basis for the provision of deliveries are the Incoterms 2020 EXW Peiseler unpacked.

**II. Prices, terms of payment**

1. The terms of payment for deliveries of machinery and equipment are based on the offer underlying the contract. Our prices are exclusive of packaging and value added tax at the respective statutory rate. Unless otherwise agreed, any customs duties, fees, taxes and other public charges shall be borne by the customer. The terms of payment for deliveries of spare parts and services for repairs and servicing are net immediately upon receipt of the invoice.
2. The customer shall only be entitled to withhold payments or to offset them against counterclaims if his counterclaims are undisputed or have been legally established. This shall not apply if the claims are reciprocal.
3. In the event of default in payment, interest on arrears shall be charged at a rate of 9% points above the base rate in accordance with §247 BGB.
4. If the customer is in default on payment or on part of the payment, the entire purchase, delivery or service price of all contracts for work and services and supply contracts concluded between the Supplier and the customer shall be due immediately. Performance shall also be due immediately if insolvency proceedings (filing of an application is sufficient) are pending against the customer.

**III. Delivery time, delay in delivery**

1. The delivery time results from the order confirmation. Compliance by us requires that the customer has fulfilled his agreed obligations and that any necessary official permit has been obtained. If this is not the case, the delivery time shall be extended accordingly. Compliance with our delivery time is subject to correct and timely delivery to ourselves.
2. The delivery period shall be deemed to have been complied with when the delivery item has left our works or readiness for shipment has been notified.
3. If non-compliance with the delivery time is due to force majeure, this shall not be deemed a breach of contract and the delivery time shall be extended accordingly. Force majeure shall be deemed to include all circumstances beyond our control and influence, in particular operational disruptions of any kind, fire, natural disasters, epidemics, pandemics, weather, floods, government measures, decisions by authorities, blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks, strikes, lockouts and other labor disturbances, seizures, embargoes or other circumstances that are unforeseeable, serious and beyond our control and occur after the conclusion of the contract.
4. If we are in default and the customer suffers damage as a result, he shall be entitled to demand a lump-sum compensation for the delay. After a grace period of 2 full weeks, this shall amount to 0.5% for each full week of delay, but in total to a maximum of 5% of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay. If the customer sets us a reasonable deadline in writing after the due date for performance and if

the deadline is not met, the customer shall be entitled to withdraw from the contract within the framework of the statutory provisions. These terms and conditions regulate all claims arising from delay in time conclusively and completely.

**IV. Retention of title**

1. We reserve title to the delivery item until receipt of all payments, including for any additional ancillary or work services owed. In the event of default in payment, we shall be entitled to take back the delivery item after withdrawal from the contract and the customer shall be obliged to hand them over.
2. In the event of seizures or other interventions by third parties, the customer shall notify us immediately. An application for the opening of insolvency proceedings against the assets of the customer shall entitle us to withdraw from the contract with immediate effect and to demand the immediate return of the delivery item.
3. The customer is entitled to resell the delivery item to third parties in the ordinary course of business. He hereby assigns to us all claims accruing to him from the resale against the purchaser or against third parties.
4. The customer is obliged to inform us immediately of the third party, to provide all information necessary for collection, to hand over the relevant documents and to inform the third party of the assignment.
5. If the delivery item is resold together with other goods that do not belong to us, the customer's claim against the purchaser shall be deemed assigned in the amount of the delivery price agreed between us and the customer.
6. The processing or transformation of goods, subject to retention of title, shall always be carried out by the customer on our behalf. If the reserved goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the reserved goods to the other processed objects at the time of processing.
7. If our goods are combined or inseparably mixed with other movable objects to form a uniform object and the other object is to be regarded as the main object, the customer shall transfer co-ownership to us on a pro rata basis insofar as the main object belongs to him.
8. In the case of deliveries to other legal systems in which the aforementioned retention of title provision does not have the same security effect as in Germany, the customer shall do everything to provide us with corresponding security rights without delay. The customer shall cooperate at its own expense in all measures, such as in particular registrations and publications, which are necessary and conducive to the effectiveness and enforceability of such security rights.

**V. Claims for defects**

We shall be liable for material defects and defects of title in the delivery to the exclusion of further claims, subject to Section VI, as follows:

**Material defects**

1. The deliveries are free of material defects if they comply with the subjective requirements within the meaning of Section 434 (2) of the German Civil Code (BGB) at the time of transfer of risk. The deliveries comply with the subjective requirements if they have the agreed quality. The agreed quality is determined exclusively by our product specification respectively the agreed product description. Other or more extensive subjective or objective requirements within the meaning of Section 434 (3) of the German Civil Code, properties and characteristics than the expressly agreed quality of the deliveries shall not be due. A warranty for a specific purpose, functionality, compatibility, interoperability, period of use or durability after the transfer of risk over and beyond the warranty for the agreed quality shall only be assumed insofar as this is expressly agreed in writing - otherwise, the risk of suitability and use shall be borne exclusively by the customer. Provided that we are liable for a material defect as follows:
2. If the delivery has a material defect at the time of transfer of risk, we are entitled and obliged to subsequent fulfillment. Subsequent fulfillment shall be affected at our discretion by repair or replacement delivery. The supplementary performance may, at our discretion, take place at our registered office or at the place of installation of the goods. We shall not be liable for any expenses incurred as a result of the goods being taken to a place other than the customer's place of business unless the customer has notified us in writing in the order prior to conclusion of the contract that the goods are to be taken to a place other than his place of business and we have expressly agreed to this. In the event of a replacement delivery, the customer shall return the defective item to us properly packed. Replaced parts become our property. After consultation with us, the customer shall give us the necessary time and opportunity to carry out all repairs and replacement deliveries that we deem necessary; otherwise, we shall be released from liability for the consequences arising therefrom. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case we must be notified immediately in writing, shall the customer have the right to remedy the defect

- himself or have it remedied by third parties and to demand reimbursement of the necessary expenses from us. If the goods sold by us are newly manufactured goods, we shall - without waiving the statutory provisions and those contained in these PSC, in particular without waiving the objection of disproportionality pursuant to Section 439 (4) of the German Civil Code (BGB) - reimburse the customer within the scope of subsequent performance for the necessary expenses incurred in removing the defective goods and installing or mounting the repaired or delivered goods free of defects, provided that the customer has installed the defective goods in another item or mounted them to another item in accordance with their nature and intended use. If the costs of subsequent performance, including the expenses according to Section 439 (3) BGB claimed by the customer, are disproportionate - in particular in relation to the purchase price of the goods in a defect-free condition and taking into account the significance of the lack of conformity - the seller shall be entitled to refuse subsequent performance and reimbursement of these expenses. If parts are installed within the scope of subsequent performance, the customer may only assert claims for material defects regarding these parts until the expiry of the original limitation period.
3. If the subsequent performance fails, does not take place within a reasonable period of time set by the customer or is refused, the customer may, at his discretion, demand a reduction of the purchase price or declare his withdrawal from the contract. A repair shall be deemed to have failed after the second unsuccessful attempt unless the nature of the item or the defect or other circumstances indicate otherwise. Claims for damages and reimbursement of expenses due to a defect shall remain unaffected by this unless they are limited or excluded in accordance with section VI of these terms and conditions. In the event of only a minor lack of conformity with the contract, in particular in the event of only minor defects, the customer shall not be entitled to rescind the contract. Section 478 BGB remains unaffected by the preceding paragraphs.
  4. Rights of the customer due to defects of the goods require that the customer inspects the delivery item immediately, at the latest, however, within two weeks after receipt and informs us immediately in writing about the existence of the defects; hidden defects must be notified to us in writing immediately after their discovery. We may refuse to remedy defects if the customer does not fulfil his obligations to a reasonable extent.
  5. No liability is assumed in particular in the following cases:  
Unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear (wear parts), faulty or negligent handling, improper maintenance, unsuitable operating materials, effects of cooling lubricants, chemical, electrochemical or electrical influences, insofar as we are not responsible for them.
  6. If the customer or a third party carries out improper repairs, we shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without our prior consent.

**Legal defects**

7. If the use of the delivery item leads to the infringement of industrial property rights or copyrights in the Federal Republic of Germany, we shall in procure the right to further use for the customer at our expense or modify the delivery item in a manner reasonable for the customer in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the customer shall be entitled to withdraw from the contract. Under the aforementioned conditions, we shall also be entitled to withdraw from the contract. In addition, we shall indemnify the customer against undisputed or legally established claims of the holders of the property rights concerned.
8. Subject to Section VI. 2 our obligations set out in Section V. 7 are conclusive in the event of infringement of property rights or copyrights.  
They only exist if:
  - a. the customer informs us immediately of any asserted infringements of industrial property rights or copyrights,
  - b. the customer supports us to a reasonable extent in the defense against the claims asserted or enables us to carry out the modification measures in accordance with Section V. 7,
  - c. we reserve the right to all defensive measures including out-of-court settlements,
  - d. the legal defect is not based on an instruction of the customer and
  - e. the infringement of rights was not caused by the fact that the customer modified the delivery item without authorization or used it in a manner not in accordance with the contract.

**VI. Our liability, exclusion of liability**

1. If the delivery item cannot be used by the customer in accordance with the contract due to our fault as a result of omitted or faulty execution of suggestions and consultations made before or after conclusion of the contract or due to the breach of other contractual accessory obligations - in particular instructions for operation and maintenance of the delivery item - the provisions of sections V and VI shall apply to the exclusion of further claims of the customer.

2. We shall only be liable, on whatever legal grounds, for damage that has not occurred to the delivery item itself, for
  - a. in the case of intent,
  - b. in the event of gross negligence,
  - c. in the event of culpable injury to life, body or health,
  - d. in the case of defects which we have fraudulently concealed,
  - e. within the framework of a guarantee commitment,
  - f. in the event of defects in the delivery item, insofar as liability is assumed under the Product Liability Act for personal injury or property damage to privately used items.
  - g. in the event of a breach of provisions of data protection law.

In the event of culpable breach of material contractual obligations, we shall also be liable for slight negligence in the latter case limited to the reasonably foreseeable damage typical for the contract. Further claims are excluded.

**VII Limitation**

1. Claims of the customer based on a breach of duty shall become statute-barred uniformly one year after transfer of risk. This shall apply irrespective of whether the breach of duty consists of a material defect or a defect of title or the breach of another contractual obligation. The statutory periods shall apply to claims for damages in accordance with Section VI. 2 a - d and f - g.
2. Section VII 1 of these Terms and Conditions shall apply accordingly to the Purchaser's claims for reimbursement of expenses set out in Sections 445b (1) and 445a (1) of the German Civil Code (BGB). The suspension of expiration of § 445b para. 2 BGB shall end 3 years after the date on which we have delivered the item to the Purchaser.
3. The statutory time limits shall apply to claims for compensation in accordance with Section VI. 2 a - d and f.

**VIII Software use**

1. Insofar as software is included in the scope of delivery, the customer shall be granted a non-exclusive right to use the delivered software including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited. The customer may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 69 a ff. UrhG). The customer undertakes not to remove manufacturer's information, in particular copyright notices, or to change them without our prior express consent. All other rights to the software and the documentation, including copies, shall remain with us or with the software supplier. The granting of sub-licenses is not permitted. In the event of a resale, the customer shall impose these obligations on the customer of the delivery item.

**IX. Data protection**

1. Personal data is processed in accordance with the relevant legal regulations. You can find our currently valid version of the data protection declaration at [www.peiseler.de](http://www.peiseler.de).

**X. Applicable law, place of jurisdiction**

1. The law of the Federal Republic of Germany shall apply exclusively to all legal relationships between us and the customer.
2. The contractual language shall be English.
3. The place of jurisdiction is the court responsible for our registered office. The supplier is, however, entitled to bring an action at the headquarters of the customer.
4. Customer and supplier accept a binding and final judgement of the German court as final. The customer hereby waives any right he may have to take legal action in any other country against this judgment or otherwise and the customer agrees to indemnify and hold each other harmless from and against any and all costs and expenses incurred in enforcing this judgment in the event of a default.
5. The United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) shall not apply.