

## General Terms and Conditions (GTC) of krecotec GmbH

### § 1 General

(1) The offers, deliveries and other services of *krecotec GmbH*, including the acceptance and acceptance of deliveries and services, are made exclusively on the basis of the following terms and conditions. These terms and conditions shall be deemed accepted at the latest upon delivery or the first utilization of a service.

(2) These terms and conditions also apply to future contracts and other relationships between *krecotec GmbH* and its customers and contractual partners (hereinafter also: customer/contractual partner).

(3) The terms and conditions reproduced herein shall prevail over any deviating terms and conditions of purchase and/or sale and similar terms and conditions of the customer/contractual partner.

(4) Counter-confirmations and/or terms and conditions of the customer/contractual partner are hereby contradicted.

(5) Deviations from and additions to these terms and conditions as well as special assurances are only effective if *krecotec GmbH* has confirmed them in writing.

### § 2 Offer and conclusion of contract

(1) Offers of *krecotec GmbH* are always subject to change and non-binding. To the extent that *krecotec GmbH* supplies components manufactured by third parties, the offers of *krecotec GmbH* are also made subject to the reservation of self-delivery (see also 2. below).

(2) Verbal information and promises, brochures and advertising statements of any kind whatsoever, in particular descriptions, illustrations, drawings, samples, information on quality, composition, performance, consumption and usability, as well as dimensions and weights of the contractual items and other performance data, are subject to change without notice for *krecotec GmbH*, unless they are expressly designated as binding. They do not constitute an assurance or guarantee of any kind on the part of *krecotec GmbH*.

(3) Technical and design deviations from descriptions and specifications in brochures, catalogs, and written documents, as well as model, design, and material changes during technical progress are reserved, without any rights against

*krecotec GmbH* being derived therefrom. In all other respects, minor deviations from the product specifications are deemed to be approved in favor of *krecotec GmbH*, provided they are not unreasonable for the customer/contractual partner.

### § 3 Pricing

(1) Unless otherwise stated, *krecotec GmbH* shall be bound by the prices contained in its offers for 14 days from the date thereof. The prices stated in the order confirmation of *krecotec GmbH* plus the respective statutory sales tax are authoritative. Freight, delivery, postage, insurance, assembly and installation costs, as well as ancillary services shall be charged separately by *krecotec GmbH*. If *krecotec GmbH* processes the order later than four months after the order has been placed, *krecotec GmbH* is entitled to adjust the agreed price appropriately.

(2) Unless otherwise agreed, the prices are ex Krefeld location excluding freight and packaging.

(3) If the fulfillment of *krecotec GmbH*'s claim for payment appears to be jeopardized by a deterioration in the financial circumstances of the customer/contractual partner that has occurred or become known after the conclusion of the contract, *krecotec GmbH* may demand advance payment, even if no advance payment was initially described in the contract. Furthermore, *krecotec GmbH* may withhold goods not yet delivered and services not yet rendered, as well as suspend further work. *krecotec GmbH* is also entitled to these rights if the customer/contractual partner is in arrears with the payment to be made by it.

### § 4 Delivery and performance time

(1) Agreements on delivery dates or deadlines are binding for *krecotec GmbH* only if they are made in writing.

(2) *krecotec GmbH* is not obligated to provide the agreed delivery and/or service if *krecotec GmbH* relies on deliveries or services/work of others, e.g., upstream suppliers, and is not supplied by them or if they do not provide the upstream service (reservation of self-supply).

(3) If *krecotec GmbH* is prevented from timely delivery by extraordinary circumstances that could not have been foreseen despite reasonable care, such as force majeure, strike, and lockout, the delivery period is extended by the duration of the impediment. If fulfillment of the contract is

unreasonable for *krecotec GmbH* due to the aforementioned circumstances, *krecotec GmbH* may withdraw from the contract.

(4) Only if the impediment lasts longer than three months is the customer/contractual partner entitled, after setting a reasonable grace period, to withdraw from the contract with respect to the part not yet fulfilled. If the delivery time is extended or if *krecotec GmbH* is released from its obligation, the customer/contractual partner cannot derive any claims for damages from this..

(5) If *krecotec GmbH* is in default, *krecotec GmbH* shall be liable for damages caused by default to the customer/contractual partner only if the default is based on the violation of essential contractual obligations or was caused by intent or gross negligence on the part of *krecotec GmbH*. The customer/contractual partner may claim damages for non-performance, even after setting a deadline with threat of refusal, only if the delay is caused by intent or gross negligence or a breach of essential contractual obligations by *krecotec GmbH*, or gross negligence or, in the case of slight negligence, the breach of essential contractual obligations. The extended liability according to § 287 BGB is excluded.

(6) *krecotec GmbH* is entitled to partial deliveries and partial services at any time.

## § 5 Transfer of risk

(1) The risk passes to the customer/contractual partner as soon as the shipment has been handed over to the person performing the transport or has left the warehouse of *krecotec GmbH* for the purpose of shipment.

(2) If shipment becomes impossible through no fault of *krecotec GmbH*, the risk shall pass to the customer/contractual partner upon notification of readiness for shipment.

## § 6 Warranty

(1) The warranty period for all new items and equipment sold is 12 months from delivery or handover.

(2) The customer/contractual partner must notify *krecotec GmbH* in writing by e-mail ([info@krecotec.com](mailto:info@krecotec.com)) of any obvious defects immediately after receipt of the delivery item by the customer/contractual partner. In all other respects, the customer/contractual partner must inspect the

goods delivered or services rendered by *krecotec GmbH* without delay and notify *krecotec GmbH* in writing of any defects without delay by e-mail ([info@krecotec.com](mailto:info@krecotec.com)), but no later than within two weeks after delivery. The defective delivery items must be kept ready for inspection by *krecotec GmbH* in the condition in which they are at the time of discovery of the defect and, if necessary, shipped. The violation of an obligation to inspect or to give notice of defects releases *krecotec GmbH* from any warranty and liability.

(2a) For merchants the following additionally applies:

Defective parts or the delivery item are to be sent freight prepaid to *krecotec GmbH* for repair and subsequent return.

(3) The customer/contractual partner must provide *krecotec GmbH* with credible written evidence of defects that give rise to warranty claims. The customer/contractual partner must provide *krecotec GmbH* with a precise description of the defect, including the model and serial number of the defective part or device, as well as a copy of the delivery bill and the invoice. If no copy of the invoice and/or description of the defect is enclosed with the complaint shipment, *krecotec GmbH* reserves the right to charge separately for the effort required to locate the defect and/or to determine the copy of the invoice.

(4) *krecotec GmbH* has the right to make up to two attempts at rectification. The client/contractual partner must set *krecotec GmbH* a deadline of six weeks to rectify the defect, unless the rectification or the deadline for rectification is unreasonable. Only in the event of the final failure of the rectification of defects is the customer/contractual partner entitled to the further statutory warranty rights (reduction or rescission). A final failure of the rectification is to be assumed, for example, if the rectification is actually impossible or *krecotec GmbH* finally refuses to rectify the defect. If *krecotec GmbH* replaces parts, subassemblies and/or entire devices or makes other changes to the affected items, no new warranty periods shall come into effect. No warranty is provided for similar replacements (identical parts or assemblies).

(5) *krecotec GmbH* does not assume any warranty for improper use, storage and handling of devices, as well as for interventions by third parties and the opening of devices. The warranty of *krecotec GmbH* does not apply if the customer/contract partner does not observe the operating and/or maintenance

instructions and/or brochures, makes changes to the products or replaces parts independently.

(6) The warranty is limited to the repair or replacement of the damaged delivery items (material). *krecotec GmbH* is not liable for the loss of data on the devices to be repaired.

(7) If *krecotec GmbH* subsequently discovers defects in a production batch, it is entitled, within and outside the warranty, to decide at its own discretion whether and when a recall of the affected items is necessary to eliminate the defects. For this purpose, the customer/contractual partner shall make the items available to *krecotec GmbH* for a reasonable period of time.

(8) All other claims, in particular further claims of the customer/contractual partner, including any claims for damages due to consequential damages and damages resulting from the performance of the repair, are excluded, unless the managing directors or executive employees of *krecotec GmbH* have caused the damage by gross negligence or intentionally. Insofar as a limitation of liability for slight negligence in the case of positive breach of contract or culpa in contrahendo arises in favor of *krecotec GmbH*, this limitation applies accordingly to the customer/contractual partner. Excluded from this exclusion of liability are claims for damages by the customer/contractual partner arising from impossibility or delay.

(9) *krecotec GmbH* is not liable for any further damages, in particular not for lost sales and/or profits.

(10) Only the customer/contractual partner is entitled to warranty claims against *krecotec GmbH* and these are not assignable.

(11) The warranty does not apply to safety devices.

The warranty does not apply to fuses, software, non-rechargeable batteries, damage due to leaking batteries or damage due to normal wear and tear or non-compliance with instructions. A warranty for used equipment is excluded, unless *krecotec GmbH* is legally liable or something else has been agreed.

(12) Macro creation, mask, report and form adaptations in standard software - also with the help of tools supplied by the manufacturer - are pure services, as is the creation of software. This also includes the modification of the manufacturer's code or the creation of one's own source code under a development environment supplied by the manufacturer of the standard software.

(13) In the case of services, *krecotec GmbH* owes only the performance, not a success. *krecotec GmbH* does not assume any warranty for the actual achievement of the intended scientific or economic goals of the client/contractual partner.

(14) The above paragraphs conclusively regulate the warranty and exclude other warranty claims of any kind.

## § 7 Reservation of ownership

(1) The sold goods/services remain the property of *krecotec GmbH* until full payment of *krecotec GmbH's* claims arising from the business relationship with the customer/contractual partner (retention of balance). The retention of title also remains in effect for all claims that *krecotec GmbH* subsequently acquires against the customer/contractual partner in connection with the object of purchase or the object of work performance, e.g., due to repairs or deliveries of spare parts as well as other services. The latter shall not apply if the repair is unreasonably delayed by the work contractor or has failed. Until the aforementioned claims of *krecotec GmbH* have been satisfied, the items may not be resold, rented, loaned or given away, nor may they be made available to third parties for repair or processing or use. The customer/contractual partner is also prohibited from transferring ownership by way of security or pledging.

(2) The customer/contractual partner is permitted to resell the goods in the ordinary course of business, provided that the claims against its customers or third parties arising from the resale, including all ancillary rights, are already assigned to *krecotec GmbH* in the amount of the invoice values of *krecotec GmbH* (extended reservation of title). The customer/contractual partner is authorized to collect these claims on behalf of *krecotec GmbH* until *krecotec GmbH* revokes this authorization or ceases to make payments to *krecotec GmbH*. The customer/contractual partner of *krecotec GmbH* is not authorized to assign these claims.

(3) For the duration of the retention of title, the contractual partner of *krecotec GmbH* is entitled to possession and use of the acquired item as long as the contractual partner fulfills its obligations that led to the retention of title and is not in default of payment. If the contractual partner is in default of payment or fails to fulfill its obligations under the retention of title, *krecotec GmbH* may demand the return of the item from the customer/contractual

partner and, after issuing a reminder with a reasonable period of notice, realize the item by private sale, setting off the price. The customer/contractual partner of *krecotec GmbH* shall bear all costs of taking back and realizing the object of purchase. In the event of access by third parties, in particular in the event of seizure of the object or exercise of the entrepreneurial lien of a workshop, the contractual partner must notify *krecotec GmbH* immediately in writing - in advance by e-mail to [info@krecotec.com](mailto:info@krecotec.com) - and immediately inform the third party of *krecotec GmbH's* retention of title. The customer/contractual partner shall bear all costs incurred to cancel the seizure and to recover the item, unless it can be recovered from a third party. The customer/contractual partner is obligated to keep the object in proper condition for the duration of the retention of title and to have all reasonable maintenance work and repairs performed without delay.

## § 8 Service/payment obligation of the customer/contract partner

(1) Unless otherwise agreed, invoices of *krecotec GmbH* are payable 14 days after invoicing without deduction. A cash discount is expressly excluded. In the case of partial deliveries, only the pro rata purchase price is to be paid. Invoices of *krecotec GmbH* for used goods, spare parts and accessories, and for repairs are payable immediately without deduction.

(2) A payment is deemed to have been made only when *krecotec GmbH* can dispose of the amount. In the case of checks, payment is deemed to have been made only when the check is cashed. *krecotec GmbH* always accepts checks only on account of performance. The collection charges will be invoiced to the contracting party.

(3) If the customer/contractual partner does not make the payment on the agreed date or, in the absence of an agreement on a payment date, does not make the payment immediately, interest shall be charged on the amount owed at the applicable default interest rate pursuant to Section 288 of the German Civil Code (BGB); the interest shall be set at the end of each month and shall be due at the end of each month.

(4) The costs of collection and enforcement of the claim incurred after the due date shall be borne by the customer/contractual partner. Without proof of expenses, *krecotec GmbH* may charge EURO 60.00 for each reminder issued after the due date.

(5) If the customer/contractual partner fails to meet its payment obligations, in particular if it fails to honor a check or bill of exchange or suspends its payments, or if *krecotec GmbH* becomes aware of other circumstances that call into question the creditworthiness of the customer/contractual partner, *krecotec GmbH* is entitled to call due the entire remaining debt, even if it has collected bills of exchange or checks. In this case, *krecotec GmbH* is also entitled to demand advance payments or securities from other contracts, as well as to withdraw from these contracts after a reasonable grace period or to demand damages for non-performance.

(6) The customer/contractual partner may set off claims against *krecotec GmbH* only against undisputed or legally established claims and may exercise a right of reduction and retention only to the extent that these are based on the same legal relationship. In the case of an ongoing business relationship, each individual order is deemed to be a separate contractual relationship.

## § 9 Rights of third parties

In the event that *krecotec GmbH* is accused of an infringement of an industrial property right or copyright, or if *krecotec GmbH* is liable for such an infringement, *krecotec GmbH* will indemnify the customer/contractual partner against claims by third parties for infringement of an industrial property right or copyright, provided that the customer/contractual partner has notified *krecotec GmbH* of such claims in writing without delay (by e-mail to: [info@krecotec.com](mailto:info@krecotec.com)) and has enabled *krecotec GmbH* to take all necessary legal and technical defensive measures, in particular modification or replacement of delivered goods/services. Further claims of the customer/contractual partner, for whatever legal reason, are excluded.

## § 10 Export

In the event of an export of the contractual goods, the customer/contractual partner shall be obliged to observe the provisions of German foreign trade law and/or EU regulations. This shall also apply to deliveries to countries, recipients or purposes of which the customer/contractual partner knows or must know that they are subject to control under foreign trade law. The customer/contractual partner shall be responsible for obtaining any official permits, in particular import and export permits. The

customer/contractual partner shall not be entitled to carry out imports or exports without the relevant official approvals.

### § 11 Confidentiality and data protection

(1) The customer/contractual partner shall treat as confidential the trade and business secrets of *krecotec GmbH* and its customers and contractual partners that become known to it in connection with the business relationship, even after termination of the business relationship.

(2) The customer/contractual partner shall comply with the Federal Data Protection Act when using personal data of which it has become aware in connection with the business relationship with *krecotec GmbH*.

### § 12 Applicable Law, Miscellaneous

(1) The law of the Federal Republic of Germany applies to the warranty conditions and the entire legal relationship between *krecotec GmbH* and the customer/contractual partner - the validity of the UN Convention on Contracts for the International Sale of Goods is excluded.

(2) If the customer/contractual partner is a merchant within the meaning of the German Commercial Code or another entrepreneur, a legal entity under public law or a special fund under public law, the exclusive place of performance shall be Krefeld. In such cases, the court having local jurisdiction for Krefeld shall have both local and subject-matter jurisdiction for all disputes arising from or in connection with the contract. *krecotec GmbH* is entitled to bring an action before the regional court having local jurisdiction for Krefeld. The same applies if the domicile or habitual residence of the customer/contractual partner is not known at the time the action is filed.

(3) Should any provision in these Terms and Conditions or any provision within the scope of other agreements be invalid, this shall not affect the validity of all other provisions or agreements. The invalid provision shall be replaced by a valid provision which achieves the economic purpose pursued by it as far as possible.

(4) The headings are for convenience only and have no substantive meaning, especially not that of a final regulation.

(5) *krecotec GmbH* may send notices, letters, and other documents to the address that the client/contractual partner last provided to *krecotec GmbH* in writing. Notices, letters, and other documents of *krecotec GmbH* addressed to merchants and other entrepreneurs are deemed to have been received no later than the third business day after dispatch.

krecotec GmbH, Juni 2022