

## **General Conditions of WAFIOS AG for the Production of Samples (as at: February 2023)**

### **Scope of application, exclusion of third-party terms and conditions, conclusion of contract**

All of our quotations, deliveries, and services relating to the production of samples are based on the following conditions (hereinafter referred to as “**GTC**”) and the ORGALIME S 2022 – General Conditions for the Supply of Mechanical, Electrical, and Electronic Products, dated October 2022 (hereinafter referred to as “**ORGALIME GTC**”) which we will send to you on request. In the event of contradictions, these conditions take precedence over the ORGALIME S 2022. We expressly object to the validity of the customer's general terms and conditions of business.

The provisions below shall apply only to merchants as defined by Section 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law (hereinafter referred to as “**customer**”).

Agreements become binding only after we have issued the corresponding order confirmation, or by delivery of the item or service concerned. Our order confirmation or, in the absence of an order confirmation, our quotation shall define the scope of the delivery and service.

### **Data protection information in accordance with the GDPR**

We collect and process your personal data exclusively to establish and conduct the actual contractual relationship. In such cases, data processing takes place in line with the legal basis of Article 6, Paragraph 1, Points (b) and (f) of the GDPR.

For further information on data protection for the purposes of establishing and conducting contractual relationships, please visit our website [www.wafios.com](http://www.wafios.com) and the Data Protection (Contractual Relationships) section. If you have received this information by mail and this is the first time you have had contact with us for business purposes, the Data Protection (Contractual Relationships) document has been included with this correspondence.

### **Prices and charges**

Our prices are net prices. They are quoted excluding the applicable value-added tax.

For deliveries outside Germany, the following shall apply: All duties and any kind of taxes charged now or in the future by the government or a public authority in the country of the customer in connection with the sales contract have to be paid by the customer.

All bank charges and costs that apply to payments from the customer to us have to be paid by the customer. If payment deadlines are not met, we reserve the right to charge interest.

### **Requests for changes and/or additions to provided material**

An order becomes binding 3 days after it has been confirmed. Any requests for changes and/or additions submitted by the customer after this date will be given due consideration. Additional costs and/or delays to delivery resulting from such requests shall be communicated to the customer and a quotation shall be issued accordingly. The customer must issue a purchase order before any requests for changes and/or additions can be made.

Material to be provided by the customer according to the agreement (e.g., wire, specimens, gauges) must be supplied by the customer on time and in sufficient quantities “Delivered At Place” (DAP) Incoterms 2020, including customs clearance, Silberburgstraße 5, 72764 Reutlingen, Germany, or to another destination specified by us, stating our machine number, our service report number, and your contact person.

We will return the material if requested by the customer. The material will be returned “Free Carrier” (FCA) Silberburgstraße 5, 72764 Reutlingen, Germany, Incoterms 2020.

If data relevant to the order is provided late, or if material that has to be provided by the customer according to the agreement is failed to be provided or provided late, we reserve the right to adjust the delivery time and to recover the costs incurred as well as to withdraw from the contract.

Termination of the contract by the customer requires our consent. We reserve the right to claim compensation from the customer, if the customer wishes to terminate the contract.

#### **Reservation of proprietary rights**

The goods shall remain our property until they have been paid for in full.

#### **Warranty**

The period of limitation for claims for defects on the part of the customer, subject to the subsequent provisions of this paragraph (1), is one year, calculated from the date on which the customer received the delivery - if no acceptance takes place - otherwise at the time of acceptance. If we have fraudulently concealed a defect, the legal periods shall apply to any claims for damages. The statutory periods shall also apply to any claims for damages on the part of the customer due to defects if we are charged with intent or gross negligence, or if the claim for damages relates to death, personal injury, or harm to health.

Our warranty obligation only extends to the delivery of newly manufactured products. Unless otherwise agreed, used products are sold as is under exclusion of any warranty rights.

No warranty claims shall be accepted in the following cases in particular: unsuitable or improper use, changes made to the delivered item, natural wear and tear, incorrect or negligent handling, installation of faulty software, improper maintenance, mechanical, chemical, electronic, electrical, or comparable influences that do not correspond to the average, standard influences.

#### **Industrial property rights and defects of title**

Unless otherwise agreed, we shall be obliged to deliver products that are free from third-party industrial property rights and copyrights (referred to hereinafter as “property rights”) only within the Federal Republic of Germany. If a third party raises justified claims against the customer on account of infringement of property rights by products delivered by us and used in accordance with the contract, we shall be liable to the customer, subject to the following regulations, as stipulated by the statutory provisions.

#### **Liability**

Whatever the legal grounds, we shall only be liable for damage

- a) insofar as we, our legal representatives, or vicarious agents are charged with intent or gross negligence
- a) in the event of culpable injury to life or limb

- b) in the event of culpable violation of significant contractual obligations
- c) in the event of defects which we fraudulently concealed or the absence of which we guaranteed
- d) insofar as a liability exists under the Product Liability Act for personal injury or damage to property for privately used items.

We shall not be liable for any further damages.

A significant contractual obligation is an obligation which must be fulfilled in order to enable the proper performance of the contract and on which the contractual partner can and does routinely rely.

In the event of infringement of significant contractual obligations due to slight negligence (excluding intent and gross negligence), our liability shall however be limited to reasonably foreseeable damage typically associated with agreements of this type.

#### **Proper and correct delivery by suppliers and force majeure**

If, for reasons for which we are not responsible, we do not receive deliveries or services from our sub-suppliers or from subcontractors, despite proper coverage, i.e. despite contractual agreement with the subcontractor with which the customer's performance claim can be fulfilled in accordance with the contract in terms of quantity, quality and performance period, or if we do not receive such deliveries or services correctly or on time, or if events of force majeure, i.e. an event that comes from outside, that is unrelated to operational activities of the company, and that cannot be averted even by exercising the utmost reasonable care, and that lasts for more than 14 calendar days, we will inform our customer in text form in good time. In this case, we are entitled to postpone the delivery or service for the duration of the impediment or to withdraw from the contract in whole or in part due to the part not yet fulfilled, provided that we have complied with our aforementioned duty to inform and the impediment to performance is not only of a temporary nature. The following events are deemed to be force majeure: war, terrorist attacks and acts, riots, epidemics, pandemics, natural disasters, extreme natural events, foreign exchange and export restrictions, restrictions on the availability of energy, government measures or official orders, strikes, lockouts, shortages of energy and raw materials, transport bottlenecks through no fault of our own, operational hindrances through no fault of our own, for example through fire, water and machine damage, and all other hindrances which, viewed objectively, were not culpably caused by us. This also includes difficulties in procuring raw materials as well as defective or delayed deliveries by suppliers due to force majeure.

If a delivery and/or performance date or a delivery and/or performance period has been agreed as binding and if, as a result of events pursuant to above section, the agreed delivery and/or performance date or the agreed delivery and/or performance period is exceeded by more than six months, or if, in the case of a non-binding performance date, it is objectively unreasonable for the customer to adhere to the contract, the customer will be entitled to withdraw from the contract on account of the part not yet performed. Further rights of the customer, in particular claims for damages, do not exist in this case.

#### **Acceptance**

If an acceptance takes place, the following regulations shall apply.

If the customer refuses to accept the delivery item without justification or without providing reasons, we are entitled to set a deadline of 14 days in writing for the customer to declare acceptance. Acceptance shall be deemed to have taken place if the customer fails to accept the delivery item by this deadline or fails to specify in writing the major defects that have been identified.

In any case, the delivery item shall be deemed to have been accepted if the customer is or could be using the item productively. The warranty period begins at the point of acceptance. We are then entitled to claim payment of any outstanding balance.

### **Export/shipment**

If the deliveries and services ordered by the customer are subject to an export license, the offer is subject to obtaining all necessary export approvals in due time and to a sufficient extent.

Sovereign measures of public authorities with regard to export licenses, particularly the withdrawal or restriction of already granted approvals, are considered force majeure.

Should it appear, prior to delivery, that WAFIOS will find it impossible or difficult to fulfil the terms of the contract due to national or international export control regulations, specifically embargos or other sanctions, WAFIOS shall be entitled to withdraw from the contract without notice. In case of withdrawal, the assertion of damages or the assertion of other rights by the customer on account of such withdrawal is ruled out.

Delays caused by export checks or approval procedures are considered to impact the term of delivery, unless WAFIOS is responsible for such delays.

The customer undertakes, for the purposes of delivery, to provide all information and records essential to the export or shipping of the products to be delivered in accordance with the contract, unless such documentation is in the WAFIOS domain.

If the products delivered by WAFIOS or the works and services furnished by WAFIOS are passed on, assigned or otherwise transferred to third parties at home or abroad, the customer shall be obliged to comply with the provisions of the national and international export control laws concerned.

### **Place of jurisdiction**

The sole place of jurisdiction for all claims arising from the business relationship is Reutlingen, provided the customer is a businessperson, a legal entity under public law, or a special fund under public law. However, we are also entitled to initiate legal proceedings against the customer at the customer's general place of jurisdiction.

### **Arbitration**

The following provisions apply exclusively to deliveries abroad.

Any disputes, differences of opinion, or claims arising from or in connection with this contract, including its validity, invalidity, violation, or termination, are to be resolved by means of an arbitration procedure in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution. The version of the arbitration rules that is valid when the notification of the initiation of arbitration proceedings is delivered shall apply.

The court of arbitration shall comprise one member. The seat of the arbitration shall be in Zurich. The language of the arbitration shall be English.

### **Choice of law**

All disputes arising from contracts to which these GTC apply, and all disputes arising from the business relationship between us and the customer, are exclusively governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and private international law are excluded.