

General Terms and Conditions of Business and Sale

Drive Tech GmbH Dresden / Germany

Status, 28.11.2023

1. Area of validity

- 1.1 The Terms and Conditions of Sale apply exclusively to business transactions with companies within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law.
- 1.2 These Terms and Conditions of Sale shall also apply to future business relationships even if they are no longer expressly agreed. In the event that a price has not been agreed the price in our price list in the currently valid version shall apply.
- 1.3 Subject to contractual agreements, these provisions shall apply exclusively. Other provisions in particular the customer's general terms and conditions shall not become part of the contract even if Drive Tech GmbH does not expressly object to them.
- 1.4 Subsidiary agreements and amendments must be made in writing.

2. Offer and conclusion of contract

- 2.1 Our offers are non-binding unless the binding nature is expressly stated in the offer.
- 2.2 The order signed by the client is a binding offer. We may accept this offer within two weeks by sending an order confirmation or by sending the ordered goods or commencing the services within this period.
- 2.3 Documents and information provided by Drive Tech GmbH such as illustrations, drawings, weights and dimensions are only binding if we expressly list them as part of the contract or expressly refer to them.
- 2.4 Drive Tech GmbH reserves its property rights and copyrights to samples, cost estimates, drawings, documentation and similar information of a physical or non-physical nature including in electronic form; they may not be made accessible to third parties without prior consent.

3. Prices and terms of payment

- 3.1 Prices are ex works plus packaging, loading and VAT at the statutory rate. Invoices shall only be sent electronically. The customer is entitled to request a paper invoice.
- 3.2 If a service not provided for in the contract is required Drive Tech GmbH shall be entitled to special remuneration. However it must notify the customer of the claim before it begins to perform the services.
- 3.3 In the case of deliveries within the EU, the customer must provide his VAT identification number in good time before the contractually agreed delivery date in order to prove his exemption from VAT.
- 3.4 In the case of deliveries outside the EU, Drive Tech GmbH is entitled to subsequently charge the statutory VAT if the customer does not submit proof of export within one month of delivery.
- 3.5 Unless expressly agreed otherwise payments must be received within 30 days. Any chargeback fees and similar costs incurred as a result of a reversed payment shall be borne by the customer.
- 3.6 Unless expressly agreed otherwise payments must be received within 30 days. Any chargeback fees and similar costs incurred as a result of a reversed payment shall be borne by the customer.
- 3.7 Payments are made to be to our account without any deductions. Discounts may only be applied if this has been agreed.
- 3.8 The customer may only offset or exercise a right of retention with counterclaims that are undisputed or legally established in terms of reason and amount. If there is a defect, payments may only be withheld to an extent that is in reasonable proportion to the defects that have occurred.

4. Reservation of proprietary rights

- 4.1 Ownership of delivery items shall not pass to the customer until payment has been made in full. If the validity of the retention of title in the country of destination is subject to special conditions or special formal requirements the customer must ensure that these are met.
- 4.2 The customer may neither pledge the delivery item nor assign it as security prior to the transfer of ownership. The customer must inform Drive Tech GmbH immediately in the event of seizure, confiscation or other dispositions by third parties.
- 4.3 If the customer acts in breach of contract, in particular in the event of default of payment, Drive Tech GmbH is entitled to take back the goods after issuing a reminder. The customer is obliged to surrender the goods. Neither the assertion of the retention of title nor the seizure of the delivery item by Drive Tech GmbH shall be deemed a withdrawal from the contract.
- 4.4 If before or within one month after receipt of payment an application is made to open insolvency proceedings against the customer's assets Drive Tech GmbH is entitled to withdraw from the contract and to demand the immediate return of the delivery item.
- 4.5 If the customer has its registered office within the Federal Republic of Germany the following shall apply in addition:
 - 4.5.1 Drive Tech GmbH retains title to the delivery items until all claims against the customer arising from the current business relationship have been satisfied.
 - 4.5.2 The customer is entitled to resell delivery items subject to retention of title in the ordinary course of business. He must resell the delivery items subject to retention of title if the delivery items are not immediately paid for in full by the third-party purchaser. The right to resell the goods shall lapse if the customer is in default of payment. To secure the claims of Drive Tech GmbH the customer hereby assigns to Drive Tech GmbH the claims arising from the resale or any other legal reason. In the case of processing of reserved goods and resulting co-ownership the assignment only covers the share of the claim corresponding to the co-ownership share.
 - 4.5.3 The customer remains authorized to collect the claims assigned to Drive Tech GmbH even after the assignment as long as he meets his payment obligations to Drive Tech GmbH in accordance with the contract. Drive Tech GmbH can demand at any time that the customer discloses the assigned claims and the debtor provides all information necessary for collection hands over the relevant documents and informs the debtor of the assignment.
 - 4.5.4 The processing of reserved goods is always carried out by the customer on behalf of Drive Tech GmbH. If the goods subject to retention of title are processed with other items not owned by Drive Tech GmbH, Drive Tech GmbH acquires co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the other processed items at the time of processing. If the goods are combined by Drive Tech GmbH with other movable items to form a single item and if the other item is to be regarded as the main item, it is agreed that the customer shall transfer co-ownership to Drive Tech GmbH on a pro rata basis insofar as the main item belongs to him. The customer shall keep the ownership or co-ownership for Drive Tech GmbH. In all other respects, the same shall apply to the item resulting from processing or combination as to goods subject to retention of title.

5. Delivery times / delay

- 5.1 All information provided by Drive Tech GmbH regarding the duration and delivery periods are non-binding, unless they have been agreed as binding. Compliance with delivery deadlines is subject to the timely receipt of all documents, necessary approvals and releases to be provided by the customer. If these requirements are not met in good time, the deadlines shall be extended accordingly; this shall not apply if we are responsible for the delay.
- 5.2 If non-compliance with the deadlines is due to:
 - a) force majeure, e.g. mobilization, war, acts of terrorism, riots or similar events (e.g. strike, lockout),
 - b) virus or other attacks by third parties on our IT system, insofar as these have occurred despite compliance with the usual care in protective measures,
 - c) our failure to make timely or proper deliveries,
 - d) an epidemic situation of national or international scope,
 - e) obstacles due to international regulations of foreign trade law or other events beyond the control of Drive Tech GmbH, the deadlines shall be extended accordingly.
- 5.3 Both claims for damages by the customer due to delayed delivery and claims for damages in lieu of performance are excluded in all cases of delayed delivery, even after expiry of a delivery deadline set by us. This shall not apply in cases of liability based on intent, gross negligence or injury to life, body or health. The customer may only withdraw from the contract within the framework of the statutory provisions if we are responsible for the delay in delivery. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.
- 5.4 At our request, the customer is obliged to declare within a reasonable period of time whether it is withdrawing from the contract due to the delay in delivery or insisting on delivery.
- 5.5 If the dispatch or delivery of the delivery item is delayed for reasons for which the customer is responsible, he will be charged for the costs incurred as a result of the delay. If Drive Tech GmbH has to store the ordered goods due to non-acceptance by the customer, Drive Tech GmbH may charge a storage fee of 0.5% of the purchase price for each month of storage or part thereof, up to a maximum of 5%. The parties are entitled to prove lower/higher expenses. If assembly delays and/or additional expenses arise in the case of flat-rate assembly for which Drive Tech GmbH is not responsible, the customer must bear the additional costs incurred as a result. The calculation is based on the Drive Tech GmbH price list valid at the time of installation.

6. Transfer of risk

- 6.1 The risk shall pass to the customer as follows, even in the case of carriage paid delivery:
- a) in the case of delivery without assembly when it has been dispatched or collected. At the request and expense of the Buyer, the Supplier shall insure the delivery against the usual transportation risks;
 - b) in the case of delivery with assembly, on the day of acceptance at the customer's own premises or, if agreed, after successful trial operation.
- 6.2 If acceptance is to take place, this shall be decisive for the transfer of risk. If the customer has undertaken to transport the goods from the place of manufacture to the place of use, the customer shall bear the risk for the duration of transportation.
- 6.3 The provisions on the transfer of risk shall also apply if partial deliveries are made.
- 6.4 If dispatch, delivery, the start or performance of assembly, acceptance in the customer's own plant or trial operation is delayed for reasons for which the customer is responsible or if the customer is in default of acceptance for other reasons, the risk of accidental deterioration and accidental loss shall pass to the customer.

7. Assembly services / cooperation obligations of the customer

Unless otherwise agreed in writing, the following provisions shall apply to assembly services:

- 7.1 The Purchaser shall, at its own expense, take over and ensure in good time
- a) all ancillary work outside the industry, including the necessary skilled and unskilled labor, building materials and tools.
 - b) the equipment and materials required for assembly and commissioning, e.g. lifting gear and other devices, the provision of water and electricity, etc.
 - c) the storage of machine parts, equipment, materials, tools, etc. at the installation site in sufficiently large, suitable, dry and lockable rooms. In addition, the customer must take the same measures to protect our property and the assembly personnel on the construction site as he would take to protect his own property;
 - d) protective clothing and protective devices that are required due to special circumstances at the installation site.
- 7.2 Before the start of assembly, the materials and equipment required for the start of the work must be available at the assembly site and all preparatory work must have progressed to such an extent that assembly can be started as agreed and carried out without interruption.
- 7.3 If assembly or commissioning is delayed due to circumstances for which Drive Tech GmbH is not responsible, the customer shall bear the reasonable costs for waiting time and any additional travel required.
- 7.4 The customer must certify the duration of the working time of the installation personnel and the completion of the installation or commissioning on a weekly basis without delay.

8. Acceptance of work services

- 8.1 The products of Drive Tech GmbH shall be deemed to have been accepted two weeks after notification of readiness for acceptance, unless the customer gives written notice of existing material defects within this period.
- 8.2 The customer is only entitled to refuse acceptance if the defect nullifies or significantly reduces the normal and/or presumed use of the work and/or its value. If the work has defects that do not entitle the customer to refuse acceptance, acceptance shall be subject to the proviso that the defects are remedied.
- 8.3 Refusals of acceptance, objections to acceptance or reservations against acceptance must be made immediately in writing, stating and describing the defect complained of.
- 8.4 The customer may not refuse to accept deliveries due to insignificant defects.

9. Warranty / limitation period / material defects

The customer is obliged to carefully inspect the delivered goods for completeness and correctness immediately upon arrival in accordance with § 377 HGB (German Commercial Code). Notification of defects by the purchaser must be made immediately in writing. The receipt of a written notification (also by fax or e-mail) shall be decisive.

- 9.1 All parts or services which exhibit a material defect shall, at our discretion, be repaired, replaced or provided again free of charge, provided that the cause of the defect already existed at the time of the transfer of risk.
- 9.2 Warranty claims shall become time-barred 12 months after the start of the statutory limitation period; the same shall apply to withdrawal and reduction. All other claims of the customer - for whatever legal reason - shall become time-barred 24 months after the transfer of risk.
- 9.3 In the event of complaints about defects, the customer may withhold payments to an extent that is in reasonable proportion to the material defects that have occurred. The customer may only withhold payments if a notice of defects is asserted, the justification of which is beyond doubt. The customer shall have no right of retention if his claims for defects are time-barred. If the notice of defects is unjustified, we shall be entitled to demand reimbursement of the expenses incurred by us from the customer.
- 9.4 The customer must give Drive Tech GmbH the necessary time and opportunity to carry out the repairs or replacement delivery that Drive Tech GmbH deems necessary at its reasonable discretion.
- 9.5 The customer has the right to withdraw from the contract at his discretion if - taking into account the statutory exceptions - a reasonable deadline set by Drive Tech GmbH for the repair and replacement delivery due to a defect expires without use. If there is only an insignificant defect, the customer is only entitled to a reduction of the contract price. The right to reduce the contract price shall otherwise be excluded.
- 9.6 In particular, no warranty is assumed for damages that arise for the following reasons but for which Drive Tech GmbH is not responsible:
- a) natural wear and tear,
 - b) improper interventions or repair work carried out by the customer or third parties,
 - c) unsuitable or improper use, incorrect operation, assembly or commissioning,
 - d) incorrect or negligent handling,
 - e) improper maintenance,
 - f) use of unsuitable operating materials or substitute materials,
 - g) defective work by the customer,
 - h) harmful environmental conditions,
 - i) chemical, electronic or electrical influences,
 - j) changes made to the delivery item without the consent of Drive Tech GmbH.

10. Limitation of liability

The liability of Drive Tech GmbH for indirect and consequential damages, for loss of production and loss of profit is excluded.

- 10.1 In the case of delivery/installation locations outside the Federal Republic of Germany, the total costs to be borne by Drive Tech GmbH are limited to the amount of the order value.
- 10.2 Drive Tech GmbH's liability for the destruction of data is limited to the costs that would have been necessary for their reconstruction if these data had been properly backed up by the customer.
- 10.3 The limitations of liability do not apply in the event of - intent and gross negligence; - culpable breach of essential contractual obligations, i.e. obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely; - culpable injury to life, limb or health; - defects that Drive Tech GmbH has fraudulently concealed or whose absence Drive Tech GmbH has guaranteed; - defects, insofar as liability is to be assumed under the Product Liability Act for personal injury or property damage to privately used objects.
- 10.4 In the event of a breach of material contractual obligations and in the event of slight negligence, liability is limited to reasonably foreseeable damage typical of the contract.

11. General information

- 11.1 All taxes/fees and duties in connection with the performance outside the Federal Republic of Germany shall be borne by the customer and, if applicable, reimbursed to Drive Tech GmbH.
- 11.2 Personal data will be processed by Drive Tech GmbH in compliance with the statutory provisions.
- 11.3 Drive Tech GmbH will not reimburse any costs for the return transportation of packaging.
- 11.4 Should individual provisions of these terms and conditions or of the contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.
- 11.5 The place of jurisdiction for all disputes arising from and in connection with the contractual relationship shall be the District Court of Dresden.
- 11.6 The law of the Federal Republic of Germany shall apply to the exclusion of all conflict of law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 11.7 Drive Tech GmbH is entitled to use any personal data collected from customers, suppliers and service providers, in particular for comparison with embargo or sanction lists, or to send such data to suitable bodies for comparison. The customer expressly agrees to this use of his data.