

General Terms and Conditions

Section 1 Application of the conditions

1. These Terms and Conditions apply exclusively to entrepreneurs, legal persons under public law and special funds under public law within the meaning of Article 310(1) of the German Civil Code (Bürgerliches Gesetzbuch, BGB) (hereinafter referred to as the "Customer"). Zippel GmbH (hereinafter referred to as "Zippel") only recognises conditions laid down by the Customer which conflict with or deviate from these Terms and Conditions if it expressly agrees in writing to the application of them.
2. These Terms and Conditions of Sale also apply for all future transactions with the Customer, provided they are legal transactions of a related kind.
3. Individual agreements reached with the Customer in specific cases (including ancillary agreements, addenda and amendments) take precedence over these Terms and Conditions in every case. The content of such agreements is determined by a written contract and/or written confirmation from Zippel, in the absence of evidence to the contrary.
4. Zippel has the right to amend the service specification or the General Terms and Conditions and other conditions. Zippel shall only make such amendments for good reason, particularly due to new technical developments or changes in jurisprudence or for other similar reasons. If an amendment will significantly disrupt the contractual equilibrium between the Parties, the amendment will not be made. Amendments are otherwise subject to the Customer's approval.

Section 2 Offer and contract conclusion

1. Zippel's offers are non-binding, which means they constitute an invitation for the Customer to make an offer. Offers are specially tailored to the Customer and prepared in cooperation with it. All orders require confirmation from Zippel in writing or via telex in order to be legally valid. The same applies for the contract itself and all addenda, amendments and ancillary agreements. The written form requirement can only be waived in writing.
2. The right to make amendments due to technical advancement or legislative requirements and amendments in form, colour and/or weight is reserved within reasonable limits, even after an order has been confirmed.
 - 2.1 All details such as dimensions, weights, technical data, figures, descriptions, sketches and drawings or similar in offers, catalogues, brochures or other printed materials or electrical media and on the Zippel, website are only approximate and are non-binding. The same applies for manufacturer and performance specifications for parts and components from our suppliers. Drawings, figures, dimensions, weights and other performance data are only binding when expressly agreed in writing.
 - 2.2 Zippel reserves all ownership and intellectual property rights over all prototypes, drawings, figures, images or information of a physical and non-physical nature, including in electronic form, without any restrictions. They cannot be copied or made accessible to third parties without Zippel's express written consent.

2.3 Orders based on drawings, sketches or other details provided to us are carried out at the Customer's risk in respect of patents and trademarks. If carrying out such orders also constitutes an infringement of third-party proprietary rights, the Customer shall bear all the damage which we incur as a result.

Section 3 Prices and payment

1. The prices are net prices. VAT is also charged at the legally applicable rate.
2. Unless otherwise agreed, prices are ex-works from Zippel's premises including loading at the premises, but do not include packaging, freight, postage, insurance and unloading. Packaging is charged for separately.

2.1 Duties associated with the export of the delivered goods, such as customs duty and taxes, are not included in the price unless otherwise agreed. The Customer must obtain the permits and/or export and import papers required to use the products at its own cost.

2.2 The costs of loading and transporting models and tools owned by the Customer are at the Customer's expense and risk unless otherwise agreed.

3. The prices correspond to the cost situation on the date on which the order is placed. If a delivery is made more than four months after an order is confirmed due to a delivery date agreed at the Customer's request or events which Zippel is not responsible for, Zippel can pass on to the Customer any cost changes in material prices, the prices of auxiliary materials and raw materials such as electricity, the prices of parts purchased from third parties, wages, salaries, social security contributions, taxes and fees, freight or insurance premiums which occur in the meantime. Zippel shall inform the Customer of this immediately. Zippel shall provide proof of the cost factors and cost increases resulting in the price decrease or increase at the Customer's request. Besides this, price increases are only permitted to a reasonable extent and in proportion to performance and consideration, and they are only permitted to the extent that they prevent a decrease in profit but do not generate any additional profit. If the price increase is greater than 5% of the delivery value, the Customer can withdraw from the contract by way of written declaration within two weeks of notification of the price increase, with effect from when the price increase begins. In the event of withdrawal, the Customer remains obliged to pay for the services which have already been rendered.
4. The Customer must pay appropriate remuneration for preparatory work which is predominantly in the Customer's interest and which is also beneficial to the Customer depending on subsequent contract conclusion.
5. Unless otherwise agreed, all payments must be made as follows:
 - 30% deposit upon receipt of order confirmation
 - 65% upon notification that the order is ready for delivery
 - 5% upon final inspection, but 30 days after commissioning at the latest.

5.1 All payments must be made in EUROS using the account details provided on the invoice.

5.2 Unless otherwise agreed, payments are due within 14 days of the invoice date. Discounts are not given. The statutory regulations apply for payment default.

6. The Customer only has the right to offset claims if its counterclaims are undisputed and legally binding. The same applies in the event of exercise of a right of retention, whereby this must be based on the same contract.
7. In the event of payment default, Zippel has the right to refuse to render further services. In this case, any contractually agreed contractual penalties or damages claims are excluded in accordance with Section 12.
8. If Zippel becomes aware of circumstances which cast doubt on the Customer's creditworthiness, particularly if the Customer ceases to make payments, Zippel has the right to require advance payments or securities.

Section 4 Production

1. The goods are produced in constant contact and cooperation with the Customer. Any major amendments or new requests during the production phase require a new written order, unless otherwise agreed.
2. If action or involvement by the Customer is required to manufacture the goods, the Customer is obliged to remain in constant contact and cooperation with Zippel.

2.1 If the provision of sample parts is required to construct the equipment, the Customer must supply these to Zippel at its own cost at Zippel's request.

2.2 Upon completion of construction by Zippel, the Customer receives a layout plan of the system for approval. Unless otherwise agreed, the Customer is obliged to approve the layout plan provided within 7 days of receiving it or to give notification of any amendments it requires. If Zippel does not receive a response within the aforementioned period, Zippel will assume that the Customer approves of the system which has been drawn up and that the system can be produced based on the layout plan provided.

2.3 Once the period stated under 2.2. has passed or the layout plan has been approved or preliminary acceptance has been granted, requests for changes in construction can generally only be made following receipt of a written order.

3. Changes are charged for either on the basis of an offer or at cost at the relevant current cost rates.

Section 5 Delivery, Default

1. The place of performance is Neutraubling, unless the Parties have agreed otherwise.
2. The delivery times given in Zippel's offers are non-binding. Delivery times are only binding if expressly confirmed. They only begin upon receipt of our written order confirmation and the payment of the agreed payments on account. If the Customer is obliged to obtain permits, declarations of release, installation plans, advance payments, certificates or other documents,

the lead time only begins upon full delivery of these documents, regardless of receipt of the order confirmation.

3. Delivery times are subject to proper and punctual delivery by our own suppliers and unforeseeable events during manufacturing or other hindrances such as force majeure, particularly breakdowns, delays during transit, industrial disputes, material shortages or import and export restrictions, as well as epidemics and pandemics which subsequently make the provision of services by Zippel or Zippel's suppliers significantly more difficult or impossible. Delivery times are extended by the period of the hindrance, plus a reasonable restart period. Delivery times are considered to have been met if the contractual item has left Zippel's premises by the agreed date. Furthermore, delivery times are also considered to have been met if the contractual item cannot be dispatched on time through the fault of Zippel. In this case, notification that the item is ready for dispatch is sufficient. Subsequent change requests result in an extension of the delivery time to a reasonable extent.
4. In the event that our own suppliers do not make proper and punctual deliveries and if unforeseeable events occur which subsequently make Zippel's performance obligations impossible or significantly more difficult, Zippel has the right to withdraw from the contract without being required to pay the Customer damages, unless Zippel is responsible for the failure of proper and punctual deliveries by its own suppliers or for the unforeseeable event. Zippel shall immediately inform the Customer that the service is unavailable and immediately refund any consideration already paid. If Zippel does not make such a declaration on request, the Customer can withdraw from the contract.
5. If Zippel becomes aware of irregular payments, financial deterioration, cessation of payment, excessive debts, insolvency or an application for insolvency proceedings on the Customer's part, Zippel has the right to supply either in exchange for cash on delivery or cash in advance, at its discretion. The Customer has the right to prevent these rights from being exercised by providing a security in the form of a directly enforceable guarantee in the amount of our payment claim plus interest and costs.
6. In the event of default of delivery in cases of intent or gross negligence, Zippel accepts liability in accordance with the statutory provisions. Zippel also accepts liability for fault on the part of its representatives or agents. In cases of gross negligence, however, liability is limited to the foreseeable, typical damage. Zippel also accepts liability in accordance with the statutory provisions if the default of delivery which it is liable for is due to a culpable breach of a fundamental contractual obligation, which occurs when the breach of obligation relates to an obligation which is essential for the proper performance of the contract and which the Customer can expect to be fulfilled. Liability is also limited to the foreseeable, typical damage in this case. Otherwise, Zippel accepts liability in the event of default of delivery for every full week of delay in the form of fixed-rate compensation for default at a rate of 0.5% of the delayed delivery value, but up to a maximum of 5.0% of the delayed delivery value. The Customer has the right to provide proof of greater damage resulting from the delay. Any further claims and rights on the Customer's part are excluded. The aforementioned limitations do not apply in the case of injury to life, body or health.
7. If the Customer is responsible for transport, transport must be provided within 7 days of notification of readiness for dispatch.

- 7.1 If dispatch or delivery is delayed at the Customer's request, the Customer may also be charged a storage fee at a rate of 0.5% of the contract value for every week commenced, beginning one month after notification of readiness for dispatch. The storage fee is limited to 5%, unless proof of higher costs is provided. The Customer remains obliged to pay for the delivery immediately regardless of this. If dispatch is postponed for more than three months, the warranty will automatically begin on the first day of the fourth month regardless of any contractual provisions to the contrary, whereby there is no requirement to expressly notify the Customer.

Section 6 Transfer of Risk

Risk is transferred to the Customer as soon as the shipment is handed over to the person carrying out transportation or as soon as it leaves Zippel's warehouse to be shipped, even if carriage-paid delivery is agreed. Shipping is at the Customer's cost and risk. Where dispatch is impossible through no fault on Zippel's part, risk is transferred to the Customer upon notification of readiness for dispatch. Zippel is willing to obtain the insurance required by the Customer at the Customer's request and cost.

Section 7 Retention of title

1. Zippel reserves the right of ownership over the contractual item until all payments have been received and all other claims against the Customer arising from the contract have been satisfied. Any handling or processing of the contractual item or combination thereof with other objects by the Customer or a third party is carried out for Zippel. Zippel then has joint ownership of the newly created object corresponding to the value of the contractual item.
2. The Buyer has the right to resell the goods which are subject to retention in the ordinary course of business. The Customer hereby assigns to Zippel, to the value of the final invoice amount (including VAT), the receivables due from the buyer as a result of the resale of the goods which are subject to retention. This assignment applies regardless of whether the purchased item has been resold without or after processing. The Customer remains authorised to collect the receivable even after assignment. Zippel's authority to collect the debt itself remains unaffected by this. However, Zippel will not collect the debt as long as the Customer meets its payment obligations from any revenues received, does not default on payment and, in particular, does not apply for insolvency proceedings or cease to make payments.
3. The Customer is obliged to treat the contractual item with care. If maintenance and inspection work is necessary, the Customer shall carry out such work regularly at its own cost. The Customer is obliged to insure the contractual item against insurable damage at its own cost. When placing an order, the Customer assigns claims to any insurance benefits to Zippel as security, to the value of the order price. It is obliged to notify the insurer and inform Zippel of this. Reassignment occurs implicitly upon full payment and satisfaction of the other claims arising from the order.
4. The Customer may neither pledge the contractual item nor assign it as security. The Customer must immediately notify Zippel of pledges, seizure and other threats to ownership by third parties by sending copies of the documents concerned (e.g. report of seizure). The Customer shall bear the costs of any intervention by Zippel.

5. The Customer is obliged to cooperate in measures which Zippel wishes to take to protect its ownership or similar security rights over the contractual item. The Customer can be compelled to do this and to comply with the duties laid down in Section 7 by way of a preliminary injunction or corresponding judicial measures without any further warning.

Section 8 Assembly/Customer's duties to cooperate

1. During assembly by Zippel as agreed, the Customer must ensure that the devices and equipment (particularly utility connections) required for assembly are available in accordance with Zippel's specifications. The Customer must also provide a sufficient quantity of sample parts for the set-up and/or commissioning and/or acceptance of the contractual item in a timely manner. The fact that assembly is not possible because the devices, equipment and sample parts to be provided by the Customer are not available or because there are not enough available is at the Customer's expense and risk, and Zippel does not accept liability for this.
2. On its own account and at its own risk, the Customer shall ensure that
 - 2.1 Zippel's fitters can commence the work immediately upon arriving at the installation site and are able to carry out their work at all times, both during normal working hours and outside normal working hours if Zippel deems it necessary to start or end the work outside normal working hours and Zippel has notified the Customer of this in good time;
 - 2.2 the access routes to the installation site enable transport of the items being delivered;
 - 2.3 the instructed construction site is suitable for storage and assembly;
 - 2.4 lockable rooms provided, required for storing materials, equipment and other valuables ;
 - 2.5 the necessary and usual labourers, tools, auxiliary and operating materials (e.g. working materials, oils, greases, cleaning materials and other incidentals, gas, water and electricity, steam, heating and compressed air, lighting, etc. included) are provided for Zippel in a timely manner and free of charge in situ;
 - 2.6 all necessary safety and precautionary measures are taken and observed;
 - 2.7 the goods supplied are present in situ at the beginning of and during assembly.
 - 2.8 Protective clothing and safety equipment which are required as a result of the specific conditions of the installation site and which are not customary in Zippel's industry must be provided for Zippel free of charge.
3. In the event that time is lost due to delays resulting from failure to comply with the conditions laid down in paragraphs 1 and 2 of this section, an extension of the delivery time may be granted based on the circumstances.
4. The Customer shall bear all costs resulting from failure to fulfil the provisions of this section or failure to fulfil them on time. If commissioning or acceptance is delayed due to circumstances which — particularly at the construction site — occur through no fault on Zippel's part but are

instead within the Customer's sphere of risk, the Customer shall bear a reasonable amount of the costs of the waiting time and other necessary journeys by the assembly workers.

Section 9 Acceptance

1. Preliminary acceptance is usually granted at Zippel's premises prior to dispatch of the equipment. Zippel shall inform the Customer that it can participate in the acceptance test, in good time before it is carried out. In principle, the preliminary acceptance test is carried out with at least one authorised representative of the Customer.
 - 1.1 By granting preliminary acceptance, the Customer acknowledges the specific construction of the equipment and confirms that the equipment is consistent with the specifications defined in the order or the functional specification; in particular, the Customer also confirms the scope of the order, functionality, mechanics, pneumatics and hydraulics, electrical installation and programming, safety and documentation of controls and circuitry.
 - 1.2 If preliminary acceptance test under certain conditions is desired, e.g. using the original cleaning material and original soiled workpieces, the Customer must bear all extra costs incurred in order to carry out this preliminary acceptance test.
 - 1.3 Waiver of preliminary acceptance is deemed a declaration of approval of the construction of the equipment within the meaning of 1.1.
2. Final acceptance of the system is granted following delivery and installation of the system. A final acceptance report is issued for this final acceptance, which must be signed by the Customer and Zippel or their representatives. This states that the final acceptance test has been carried out or that final acceptance has only been granted conditionally or that the Customer has refused acceptance. In the last two cases, the defects identified must be stated individually in the acceptance report. Acceptance is deemed to have been granted once these defects have been rectified.
 - 2.1 The Customer cannot refuse to grant acceptance and sign the acceptance report due to minor defects, particularly those which do not significantly impair the functionality of deliveries.
 - 2.2 In the event of serious defects, the Customer shall give Zippel the opportunity to rectify these without a reasonable period of time. An inspection of the notified defects is then carried out.
 - 2.3 Acceptance is deemed to have been granted if the Customer or its representative does not participate in the acceptance test despite an agreed acceptance date or if the acceptance test is not carried out on the scheduled date for reasons which Zippel is not responsible for or if the Customer refuses to sign an acceptance report without being entitled to do so. Acceptance is also deemed to have been granted as soon as the Customer puts the deliveries into operation or tacitly approves them in another way or if the Customer refuses to grant acceptance without being entitled to do so and Zippel has set a reasonable deadline for acceptance.
 - 2.4 Zippel reserves the right to have an independent professional third party examine any notified defects to determine whether they are justified. The Parties must accept the result of this examination.

Section 10 Warranty

1. The warranty period is 12 months, unless otherwise agreed. The statutory limitation period applies for damages claims on the grounds of intent and gross negligence and in the event of injury to life, body or health due to an intentional or grossly negligent breach of obligation by the user.
2. The warranty period begins upon commissioning, unless otherwise agreed.
3. If operating or maintenance instructions given by Zippel are not followed or if changes to the contractual item or individual units of the contractual item are made, parts are replaced or materials which do not correspond to the original specifications or which have been not been approved in writing by Zippel are used, the warranty will lapse if the Customer cannot refute an appropriately substantiated claim that only one of these circumstances could have caused the defect. The same applies in the event of improper and inappropriate use of the contractual item, incorrect operation or excessive load.
4. Any claims for defects by the Customer require the Customer to have properly complied with its inspection and notification obligations in accordance with Section 377 of the Commercial Code (Handelsgesetzbuch, HGB). The Customer must notify Zippel of any obvious defects in writing immediately, but at the latest within two weeks of receipt of the contractual item. Defects which cannot be identified within this period, even during a thorough inspection, must be reported to Zippel in writing immediately upon discovery with a description of the fault that is as accurate as possible.
5. If there is a defect in the contractual item, Zippel is entitled to provide a cure in the form of either remediation of the defect or delivery of a defect-free item, at its discretion. Zippel shall bear the necessary expenses incurred for the purpose of providing a cure, provided that they are not increased because the deliveries or services are rendered at a location other than the agreed place of performance and delivery does not conflict with use as intended. Defective contractual items must be sent back in exchange for reimbursement of costs. If this is impossible or not economically viable, Zippel must be given the opportunity to examine the notified defects; the defective contractual items must be provided to Zippel and given back in the event of delivery of a non-defective contractual item. If one or both of the two types of cure are impossible or excessive, Zippel has the right to refuse to provide a cure. Zippel can also refuse to provide a cure if the Customer fails to fulfil its payment obligations towards Zippel to an extent corresponding to the non-defective part of the service rendered.
6. If a successful cure is not provided within a reasonable period of time, the Customer can choose to either reduce the purchase price or withdraw from the contract. In the case of a minor breach of the contract, particularly in the case of minor, i.e. slight, defects, the Customer does not have a right of withdrawal, however.
7. A warranty is not provided for wear parts, e.g. seals. A warranty is not provided for the following reasons: Incorrect assembly, connection and operation, inappropriate or improper use, incorrect or negligent handling, natural wear and tear, incorrect operating materials, chemical, electrochemical or electrical impacts and improper modifications or repairs. It is only in urgent cases involving a risk to operational safety, of which Zippel must be notified immediately, or with

prior written consent from Zippel that the Customer has the right to repair the defect itself or have it repaired by a third party and to require appropriate remuneration of its costs from Zippel.

8. Further claims by the Customer against Zippel and its agents are excluded; claims for damages are determined in accordance with Section 12.
9. If Zippel takes action on the basis of a fault report or defect notification without the Customer having provided proof of a defect, Zippel can require reimbursement for expenses.
10. Quality and durability descriptions are only considered guarantees if they are expressly stated as such. The same applies for the acceptance of any procurement risk.

Section 11 Infringement of third-party proprietary rights

1. Zippel shall indemnify the Customer and its buyers against claims on the grounds of infringements of copyrights, trademarks or patents, unless the design of a contractual item came from the Customer or the technical realisation and/or construction of the contractual item is fundamentally decided upon together with the Customer. In terms of amount, the indemnity obligation is limited to the typical level of damage. Additional conditions for indemnification are that Zippel takes over conduct of the legal dispute and that the alleged legal infringement is solely attributable to the design of the contractual items without any connection to or use with any other products.
2. Zippel has the right to release itself from the obligations assumed in 1) by choosing to either
 - 2.1 obtain the necessary licences for the allegedly infringed patents (limited to a period of 5 years) or
 - 2.2 provide modified equipment to the Customer or provide an altered contractual item or parts thereof, which remedies the infringement allegation concerning the contractual item where this serves as a replacement for the infringing contractual item or parts thereof.
3. If the item is not located at the place of intended use or at the original delivery site, the Customer shall bear the extra costs of resolving the legal infringement. In particular, these include increased transport or travel expenses.

Section 12 Liability

1. Zippel does not accept liability in the event of ordinary negligence on the parts of its executive boards, legal representatives, employees or other agents or in the event of gross negligence on the part of its non-executive employees or other agents, unless this involves an infringement of fundamental contractual obligations. This does not affect liability in accordance with the Product Liability Act (Produkthaftungsgesetz), on the grounds of injury to life, body or health or on the grounds of intentional conduct.
2. Damages claims for the infringement of a fundamental contractual obligation are limited to the foreseeable typical damage unless intent or gross negligence has occurred and unless liability is accepted for injury to life, body or health or from the guarantees provided. These damages claims expire after 12 months.

3. The limitations laid down in Section 12, paragraphs 1 to 3 above apply accordingly for claims for reimbursement of expenses by the Customer.

Section 13 Applicable law, place of jurisdiction

1. This contract and the entire legal relationship between the Parties are subject to the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising from this contract is Regensburg, unless otherwise stated in the order confirmation.
2. All arrangements made between the Parties for the purposes of executing this contract have been set out in writing in this contract.