

## **1. Applicability**

- 1.1. The following General Terms and Conditions apply to all sales, deliveries and other services including repair, assembly and other services of WP Lebensmitteltechnik RIEHLE GmbH (hereinafter referred to as "User").
- 1.2. General terms and conditions of the customer are valid only if they were explicitly acknowledged by the user in writing. This written form can only be waived by written agreement. If the user does not expressly oppose the general terms and conditions of the customer, it does not imply agreement with its terms and conditions.
- 1.3. Our conditions of sale apply only to entrepreneurs as defined in § 310 para. 1 of the German Civil Code (BGB).

## **2. Offers**

- 2.1. Offers by the user are non-binding and subject to change until the written order confirmation, unless expressly otherwise specified in the offer. After an offer is issued by the user, a contract is effective only by written confirmation of the user. The change of a binding delivery or service description also only becomes effective with written confirmation by the user. The customer is bound to his contract proposal for 10 working days. Even after confirmation of the order, the user reserves the right for minor technical deviations from the offer that do not alter the purpose of the contract significantly.
- 2.2. Prices are only valid for complete order placement and fulfilment. Deviations in colour illustrations are possible.
- 2.3. The contracting party shall ensure that, without the prior written consent of the user, the offer made available to him will not be known in whole or in part to third parties, not even in edited form. Submitted plans and documents remain the property of the user.
- 2.4. Assurances, side agreements, changes and supplements to the goods and services of the user require written confirmation by the user to be effective.

## **3. Customer's obligation to cooperate**

- 3.1 The customer must provide the user with all documents and information required for the performance of the order correctly, completely and in a timely manner. If the customer does not provide the required information, the user will ask him to do so in writing and grant him a reasonable grace period. After expiry of this grace period, the user is entitled to withdraw from the contract. Work already performed by the user must be remunerated.
- 3.2 If goods or services are provided according to drawings, samples or other information by the customer and if patent, design, trademark or similar rights of third parties are thereby infringed, the customer must indemnify the user from the claims of the injured party.
- 3.3 If the user is obligated to work within the premises of the customer, the customer must ensure that the user's employees are allowed access during normal business hours and that any prerequisites for carrying out the work in the customer's sphere of operation have been provided. The user will notify the customer of the appointment in good time. If such a target date is not met by the customer, the customer has to reimburse the additional costs incurred by the user. The obligation to cooperate is a main duty of the customer.

## **4. Implementation of the contract**

- 4.1 The user is entitled to partial deliveries and services, as long as these contract objects are separately usable by the customer.
- 4.2 Subsequent requests of the customer for changes or additions to the services or deliveries extend the delivery period to an appropriate extent. The same applies to the occurrence of unpredictable events beyond the control of the user, such as force majeure, export and import bans, strikes and lockouts. This also applies if such circumstances occur with subcontracted suppliers of the user. The user will inform the customer immediately about the occurrence of such a delay.
- 4.3 If an agreed service cannot be performed on the agreed date due to circumstances for which the customer is responsible, the risk is transferred to the customer at the time at which he received the notification of readiness for delivery. Any storage costs arising from this event shall be borne by the customer.
- 4.4 If an agreed service cannot be performed on the agreed date due to circumstances for which the user is responsible and are not covered under clause 4.2, the customer can only withdraw from the contract after an unsuccessful delivery by the extended deadline of three weeks, which must be accompanied by a threat of refusal.
- 4.5 Loading and shipping are freight collect, uninsured and at the risk of the customer, ex works of the user. The completion of suitable transport insurance is up to the customer. Delivery times are calculated from the conclusion of the contract. Commercially available Euro pallets are provided on loan and must be returned within 3 months of receipt in perfect condition and carriage paid. If the Euro pallets are not returned, they will be charged with at least €0.50 per kilogram unladen weight. The user points out that he is obligated to take back the transport packaging according to statutory provisions, but he does not have to bear the costs associated with the return transport.
- 4.6 If the service performance is supposed to be checked by virtue of a special agreement between the parties due to special circumstances, the acceptance will take place at the user's plant. All associated costs shall be borne by the customer.
- 4.7 Cancellation fees: If the customer withdraws from an order without proper cause, then the user can exercise without prejudice the option to demand 10% of the agreed remuneration for the costs incurred and loss of profit, or to assert a higher actual damage.
- 4.8 Returns: In the case of a return, the customer has to notify the user in advance. The user then initiates for the package to be collected from the customer. Authorized returns are: Goods incorrectly delivered by the user or justified claims. In the event of an unauthorized return, the user may claim the return cost plus compensation for expenses.

## **5. Prices and payment terms**

- 5.1 Unless otherwise stated in the offer, the prices, as well as the remuneration for the user's services and any incidental expenses, shall be considered to be net prices ex works excluding freight and packaging. In addition, the customer always has to pay the statutory value added tax (VAT). Ordered samples must be paid in full, unless expressly agreed otherwise. The prices are valid on the day of signing the contract.
- 5.2 Unless otherwise agreed, the user's invoices are payable net immediately after the invoice has been issued, without discounts or other deductions. If the customer remains in arrears with a rate for more than 1 week despite agreed rates, the entire remaining balance is due for payment at once, provided that the non-payment is the responsibility of the customer. For custom-made items, the user reserves the right to demand payment of half of the purchase price within 8 days of the order confirmation.
- 5.3 Cheques or bills of exchange are only accepted on account of payment. The user is entitled to charge all applicable collection fees. An invoice to this effect is due immediately. There is no obligation for the user to accept cheques or bills of exchange.
- 5.4 Payments by the customer are credited first to dunning costs, interest and then to the oldest debt. The user is entitled to demand advance payments (in particular for custom-made products in the amount of half of the agreed remuneration) or security payments, or to immediately declare all claims from the business relationship due if a significant deterioration in the creditworthiness of the customer occurs or the customer is in default of payment. This does not apply to late payment for a minor claim in relation to the order volume with the respective customer.

5.5 In the event of a late payment by the customer, the user may demand interest in the amount of 8% above the respective base interest rate of the European Central Bank. The assertion of an actually higher damage caused by delay remains reserved.

5.6 The customer can only set off a counterclaim or assert a right of retention if the counterclaim is undisputed or established by law.

5.7 The user is entitled to assign the claims arising from the business relationship.

## **6. Warranty claims**

6.1 If the delivered goods or services are subject to a defect that voids or reduces their usefulness for the normal or contractually stipulated use, the customer can initially only demand rectification. The user may choose to replace the item(s) instead of rectifying it. If the remedy or replacement fails, the customer can either demand a reduction in price (reduction) or withdraw from the contract. The customer does not incur any costs for the remedy or replacement. If the customer raises an unjustified notice of defects, he must reimburse the user for the costs incurred because the user must check his warranty obligation. If these audit costs exceed an amount of €500.00 net, the user is obligated to inform the customer in advance about this cost risk.

6.2 The user's warranty period is 1 year from the transfer of risk.

6.3 Negotiations regarding the existence or the extent of the warranty claims do not lead to the suspension of the statute of limitations.

6.4 Claims for defects presuppose that the customer has complied with his obligation to inspect and complain under § 377 of the German Commercial Code (HGB).

## **7. Retention of title**

7.1 Deliveries by the user are subject to retention of title. The transfer of ownership takes place only upon fulfilment of the user's payment claims from the delivery.

7.2 In the case of contracts with customers who conclude them in the course of their commercial or independent professional activity as well as contracts with a legal person under public law or a special fund under public law, the delivered goods remain the property of the user until full payment of all claims arising from the business relationship with the customer is received. This also applies if the user has included individual or all invoices in a current invoice and the account balance has been settled and acknowledged. In relation to these customers, a request for release is not considered a withdrawal from the contract.

7.3 Before the transfer of ownership, pledging the delivered items or using them as collateral is prohibited.

Resale is only permitted in the context of a proper course of business. In the event of resale, the customer already now assigns his purchase price claim against the acquiring party in the amount of the purchase price with the user to the user. The user accepts this assignment. The customer is authorized to collect the claim until revocation by, or cessation of, his payments to the user for his invoice and he is obligated to forward the proceeds to the user immediately in the amount of the purchase price claim. If reserved goods are resold in connection with goods or objects that are the property of third parties, the claim against the customer in the amount of the purchase price agreed between the user and the customer shall be deemed as assigned. If objects that are subject to retention of title are pledged, the customer must inform the user without delay and likewise immediately notify the pledgee of the retention of title.

7.4 The retention of title also extends to products resulting from the processing, mixing or combination of the user's goods. The treatment or processing of goods always takes place for the user, on his behalf, but without obligating him to do so. If ownership rights continue to exist for goods of third parties after using them for processing, mixing or combining, the user acquires co-ownership proportional to the invoice value of the reserved goods to the invoice value of the remaining processed goods at the time of processing. If the user's goods are associated with other items that form the main object in relation to the goods of the user, the customer transfers the co-ownership to the user of the newly created item, insofar as he is the owner. The property rights arising under this section are deemed to be reserved goods in the sense of these sales and delivery conditions.

7.5 If the customer is in default of payment in whole or in part, stops payment or otherwise raises legitimate doubts as to his solvency or creditworthiness, he is no longer entitled to possess the goods in the ordinary course of business. The user is then entitled to request information about the goods recipient, to notify them of the transfer of the claim to the user and to collect the claim of the customer against the goods recipient.

## **8. Reservation of timely and correct supply of incoming goods**

If the user has ordered goods or materials from a supplier at the time of the written order confirmation and if the order is supposed to be passed on or processed for the customer, the user may rescind the contract if he does not receive the goods or is not properly supplied. This right of withdrawal does not exist if the user is at fault for the selection of the supplier.

## **9. Liability**

9.1. The liability of the user is limited to typical and foreseeable damage. Contractual penalties which the customer has pledged to third parties are only considered foreseeable damage if the customer has informed the user in good time about the possibility and amount of such a contractual penalty. In this context, the user is liable in accordance with the following paragraphs.

9.2. The user is liable to the customer for breach of essential contractual obligations. The delivery or service at a specified time shall only be deemed to be an essential contractual obligation if a delivery date has been confirmed. Such a confirmation requires the written form. Incidentally, claims for damages by the customer only exist in case of grossly negligent or intentional breach of duty.

9.3. Claims for damages under the Product Liability Act and for personal injury remain unaffected by the above provisions.

## **10. Miscellaneous**

10.1. The contracting party may only transfer the rights and obligations arising from the contract to third parties with the prior written consent of the user.

10.2. The law of the Federal Republic of Germany applies, explicit excluding the application of the United Nations Convention on Contracts for the International Sale of Goods.

10.3. Aalen is agreed as the place of fulfilment for claims arising from this contract. The exclusive place of jurisdiction for all disputes arising from this contract is Aalen, Germany. This also applies to bills of exchange and cheques.

10.4. A contract concluded according to these conditions remains binding even if individual provisions in its remaining sections become ineffective. Ineffective provisions shall be replaced by the contracting parties with effective ones that come as close as possible to the intended purpose and meaning. The same applies in the case of a contract gap.