

## GENERAL TERMS AND CONDITIONS FOR DELIVERIES AND SERVICES

### 1. Area of Application

- (1) The following terms and conditions are valid for all deliveries and services, including information and consulting, of Edelmann Technology GmbH & Co. KG and of Edelmann Service GmbH (EDELMANN). They are valid for all future deliveries and services to the customer, even if these will not be explicitly mentioned again at the time of concluding the contract.
- (2) These terms and conditions are valid exclusively. EDELMANN only accepts additional or differing terms and conditions of the customer when explicitly agreeing to them in writing. Execution of deliveries and services by EDELMANN does not signify an acceptance.
- (3) All offers by EDELMANN are subject to change without notice, unless they contain a period of commitment. A contract is only concluded, if EDELMANN confirms the customer's order in writing or executes the delivery or service without a separate confirmation.

### 2. Drawings and Descriptions

- (1) If one party places drawings and technical documents covering the delivery item or its production at the other party's disposal either before or after conclusion of a contract these drawings and technical documents will remain property of the party presenting them.
- (2) If a party receives drawings, technical documents or other technical information, it may not use these for other purposes than the ones they have been supplied for without the presenting party's consent. These drawings, technical documents or other technical information may not be used for other purposes, be copied, reproduced, passed on to third parties or be disclosed without the presenting party's consent.
- (3) EDELMANN provides information and drawings to the customer at the latest at the time of delivery, which enable him to install the delivery item, to start it up, to maintain and to service it. The agreed amount of these manuals have to be handed over, but at least one copy. EDELMANN is not obliged to provide shop drawings for the delivery item or the spare parts.

### 3. Prices and Payments

- (1) All prices are net prices EX WORKS ( Incoterms 2020)
- (2) EDELMANN's claims become valid with receipt of the invoice by the customer. In the absence of deviating agreements one third of the purchase price is due upon conclusion of the contract and one third when EDELMANN informs the customer that the delivery item is ready for shipments. The final payment is due with shipment. Payments have to be made without discounts within 14 days after shipment or service provided by EDELMANN after receipt of the invoice.
- (3) The customer shall only be entitled to contest or withhold payment if his counterclaims have been legally established, are undisputed or have been acknowledged by EDELMANN.
- (4) If EDELMANN receives information on a considerable decline in the customer's financial circumstances after conclusion of the contract (e.g. negative credit reports or interim payment default) EDELMANN is entitled to execute pending deliveries or services only after prior payment or against adequate security deposit, which will extend possible delivery or service periods accordingly. Outstanding claims from deliveries or services will become due immediately.
- (5) EDELMANN is entitled to withdraw from the contract, if a) the customer stops his payments or b) the customer is insolvent or over-indebted or c) the opening of insolvency proceedings for the assets of the customer is requested, or d) a creditor protection, trustee, compulsory administrative or comparable procedure is initiated against the customer. § 321 BGB remains untouched.

### 4. Assignment of a Claim

The assignment of a claim of the customer against EDELMANN is only permitted with the written consent of EDELMANN. §354a HGB remains untouched.

### 5. Delivery and transfer of risk

- (1) Agreed periods for the deliveries and services of EDELMANN shall not commence until all details of execution have been agreed, the customer has performed all necessary cooperation, in particular the information, documents or materials he has to procure, and owed advance or down payment has made. Delayed cooperation or change requests of the customer lead to a reasonable extension of the deadline

(2) Unforeseeable and unavoidable events (e.g. war, warlike conditions, shortage of energy or raw materials, sabotage, strike) as well as all other failures of EDELMANN for which EDELMANN is not responsible absolve EDELMANN of the obligation to deliver for the duration of its existence, and even if they occur during an already existing default. Deadlines are thereby extended to an appropriate extent. This shall also apply to late or improper deliveries or services of a EDELMANN supplier for which EDELMANN is not responsible

(3) The place of performance is the place of delivery in accordance with Incoterms 2020. The risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon delivery from the place of performance. This also applies if partial deliveries are made or if EDELMANN provides further services (for example, shipping or carrying the shipping costs)

(4) EDELMANN is entitled to partial deliveries or services, if EDELMANN informs the customer without delay and supplies the remaining quantity within a reasonable period and this is reasonable for the customer.

(5) If the delivery is delayed for reasons for which the customer is responsible, he shall bear the costs for the unsuccessful offer as well as for further storage in the delivery plant or another place of choice of EDELMANN. In these cases, the risk of accidental loss or accidental deterioration are transferred to the customer with notification of readiness for shipment.

## **6. Retention of Title**

The delivery item shall remain the property of EDELMANN until complete payment, insofar as such retention of title is effective under the applicable law. At the request of EDELMANN the customer must support him in his efforts to protect the ownership of EDELMANN in the delivery item in the country in question. The provisions of Section 5 remain unaffected by the retention of title.

## **7. Property Rights and Secrecy**

- (1) EDELMANN reserves the ownership and the information contained therein in all confidential documents transmitted to or handed over to the customer, including copyright and other industrial property rights.
- (2) The customer undertakes to keep all technical and economic information that becomes known to him in the course of the order execution a secret – even and especially those that relate to the customer's client and the existing contractual relationship with him - except from his employees involved in the implementation of the order and other vicarious agents and to oblige such third parties in the same way to secrecy that this obligation also applies beyond the termination of the respective employment or other contractual relationship. There is an obligation of secrecy for 2 years from the date of delivery or, respectively, completion of work for an order. In the latter case the date of the acceptance declaration is decisive.

## **8. Liability**

- (1) Claims for damages of the customer for whatever legal reason, in particular due to breach of duties arising from the debt obligation and from tort are excluded.
- (2) Section 1 does not apply for cases, in which
  - a) EDELMANN or one of his vicarious agents is guilty of willful intent or gross negligence, or
  - b) EDELMANN is liable for the culpable violation of life, body or health by EDELMANN or a vicarious agent of EDELMANN, or
  - c) EDELMANN or a vicarious agent of EDELMANN slightly negligently violates a fundamental contractual obligation, the fulfillment of which the customer may rely on to a particular degree.In case of slightly negligent violation of essential contractual obligations and gross negligence of such employees and other vicarious agents who are not executives, EDELMANN shall only be liable in the amount of the damage typically foreseeable taking into account all relevant and identifiable circumstances.
  - d) A change of the burden of proof to the disadvantage of the customer is not connected with the above regulations.

## **9. Place of Jurisdiction and Applicable Law**

Place of jurisdiction for all disputes arising from or in connection with the contract is Aschaffenburg. EDELMANN can also assert its claims with the courts of the general place of jurisdiction of the customers. Any exclusive jurisdiction remains unaffected. German law applies exclusively, excluding the conflict of laws and the UN Sales Convention (CISG).

Valid from 01.01.2021