

# General Terms and Conditions of Sale

TubeTech GmbH

Version 05/2022

## 1. Scope

1.1 For deliveries of goods and/or the provision of services and/or work services of TubeTech GmbH, these general terms and conditions apply unless otherwise agreed or otherwise stated in the offer of TubeTech GmbH.

1.2 Other general terms and conditions shall not apply even if they have not been expressly objected to in individual cases or if TubeTech GmbH provides deliveries and/or services without reservation on an order without objection.

## 2. Terminology

2.1 TubeTech GmbH is hereinafter referred to as the Supplier.

2.2 The respective contractual partner of TubeTech GmbH is referred to as the Customer.

## 3. Offer / Orders / Acceptance

3.1 The Supplier's offers are subject to change without notice unless they contain a binding period.

3.2 Ordering and acceptance must be in writing. Verbal ancillary agreements in connection with the orders are only effective if they have been confirmed in writing by the Supplier.

## 4. Prices

4.1 The prices for deliveries of goods are EXW from the Plauen plant in accordance with Incoterms 2020.

4.2 Goods and /or services will be invoiced according to offer package prices or according to time and effort.

4.3 The costs for any necessary tools, instruments, spare parts, travel and stays and holiday-related trips home etc., as well as certifications or legalizations of chambers of commerce as well as customs duties and all other duties, fees and taxes levied outside the Federal Republic of Germany are to be borne by the Customer. In the case of delivery, including customs or other charges, the stated price is based on the rates applicable at the time of the offer. The actual costs are calculated.

4.4 If the Customer's order is not placed in Euros (€), the Supplier may demand that the value ratio existing at the time of the offer be maintained.

4.5 All prices will be invoiced – insofar as the delivery, work and/or services are subject to VAT – plus VAT in the amount prescribed by law on the day of invoicing.

## 5. Terms of payment

5.1 Invoices are payable within 30 days of invoicing or – if the Supplier so requests – payment shall be made on an irrevocable letter of credit, which shall be opened in favor of the Supplier at short notice after receipt of the order confirmation and shall be opened by Deutsche Bank AG Frankfurt (Federal Republic of Germany) or another bank at the Supplier's discretion. It is to be confirmed. The letter of credit must be denominated in Euro (€). In addition, the "Uniform Guidelines and Customs for Documentary Letters of Credit" (ERA 600, revision 2006) of the International Chamber of Commerce (Paris) apply. All costs arising from the opening and maintenance of the letter of credit are borne by the Customer.

5.2 The Customer is not entitled to any deduction for e.g., taxes, fees, etc.

5.3 For the timeliness of payments, it is decisive that the Supplier can dispose of the credit note without reservation and that there are no reclaim reservations; in the case of cheques or bills of exchange, that the possibility of timely redemption and crediting in the ordinary course of business is given. The Customer shall bear expenses and costs in connection with the discounting and submission of cheques and bills of exchange.

5.4 If it is impossible to transfer the payments from the country from which the payment is to be made at the time of the due date, the Customer must nevertheless pay the equivalent of the amount owed to a bank in this country on time at the Supplier's discretion at its exclusive availability. The Customer compensates for the exchange rate deterioration of the amounts paid in non-agreed currency by making a corresponding additional payment. However,

the Supplier can also either suspend the execution of the order at his discretion until the Customer can transfer the payments again, or he can withdraw from the order without rescission.

5.5 If the Customer is in default with his payment obligation in whole or in part, the Supplier is entitled to claim default interest equivalent to the annual EURIBOR rate plus 8% for payment in the amount of the delayed portion from the due date until the current receipt of payment. The possibility to claim higher damages and to assert all other rights remain unaffected.

5.6 The Customer can only offset such claims or assert a right of retention if he is entitled to legally binding or undisputed counterclaims from the contract.

5.7 If the Customer's financial circumstances deteriorate after the conclusion of the contract, the Supplier is entitled to refuse the services until the Supplier's claims have been fulfilled or security is guaranteed for claims that are not yet due.

## 6. Delivery and execution deadlines

6.1 Delivery and execution dates for goods, work, or services require a written agreement. Partial deliveries are permissible.

6.2 The delivery period begins on the day of receipt of the Supplier's written order confirmation by the Customer. However, it does not start under any circumstances before clarifying all technical details and fulfilling the Customer's obligations to cooperate, particularly the provision of documents, approvals, releases, and performance of the agreed down payment.

6.3 If the non-compliance with the delivery and/or execution deadline is due to labor strikes or other unforeseeable events through no fault of the Supplier, such as lack of materials or energy, incorrect or late deliveries (despite careful selection of suppliers) and the non-compliance could not be prevented even with the application of customary care and reasonable use, the delivery and/or execution period extended by the duration of the hindrance plus a reasonable start-up period. This also applies if the delivery and/or execution period is delayed as a result of force majeure or other events. Events of force majeure include, in particular, fire, war or war-like acts, riots, mutiny, mobilization, requisition, flooding, earthquakes, other natural disasters, epidemics, quarantine measures, strikes, and lockdowns, restrictions on foreign exchange transfers as well as transport and export restrictions. In case the Customer proves that such an extension is unreasonable for him, he is entitled to withdraw from the unfulfilled part of the contract to the extent that this cannot be fulfilled within a reasonable period of time.

6.4 If the Customer proves that – with the exception of the cases referred to in 6.3 – he has suffered damage as a result of the delay, he may claim compensation of a maximum of 0.1% of the price of the goods or work or service in arrears for each full week of delay, but in no case more than 5% of the value of the goods delivered, or the work or service provided, in total.

6.5 If the Supplier is responsible for the non-compliance with the delivery period, the Customer may terminate in writing from the unfulfilled part of the contract after the expiry of a reasonable grace period. The Customer is only entitled to compensation for non-performance in the amount of the typically foreseeable damage.

## 7. Obligation to give notice of defects in the event of material defects and transport damage

Obvious material defects, transport damage, incorrect deliveries, or quantity deviations must be reported to the Supplier in writing immediately, but no later than 14 days after receipt of the goods.

## 8. Retention of title

8.1 The Supplier remains the owner of the delivered goods until full payment of all claims arising from the business relationship ("reserved goods").

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- 8.2 The Customer is also entitled to resell the delivered goods in the ordinary course of business until payment has been made, provided that he assigns the claims from the resale, including all ancillary rights in the amount owed, to the Supplier with immediate effect. The Supplier revocably authorizes the Customer to collect the claims assigned to the Supplier for the Supplier's account in his own name. The Customer may only pledge the reserved goods with the Supplier's consent or assign them as security.
- 8.3 When the reserved goods are processed with other objects, the Supplier shall be deemed to be the manufacturer and shall be entitled to co-ownership of the new item in the ratio of the value of the reserved goods. The Customer shall store the new item free of charge for the Supplier in this case. If the Customer resells the new item, para. 8.2., shall apply accordingly.
- 8.4 In the event of enforcement proceedings by third parties, the Customer must immediately inform the Supplier and cooperate to protect the reserved goods. The Customer shall bear all costs incurred to prevent access and to replace the reserved goods insofar as these costs cannot be collected from third parties.
- 8.5 The Supplier may exercise the collection authorization in accordance with para. 8.2 if the Customer does not meet his payment obligations or if his financial situation deteriorates. In this case, the Supplier is entitled, without written termination and without setting a grace period, to demand the return of the reserved goods at the expense of the Customer. At the Supplier's request, the Customer is obliged to notify his Customers of the assignment of claims and provide the Supplier with the information and the documents necessary to assert the Supplier's rights against the Customer's customers.
- 8.6 If the value of the security exceeds the claim to be secured by 10%, the Supplier is obliged to release the reserved goods at the request of the Customer.
- 8.7 The Customer is obliged to properly transport, unload, store and insure the reserved goods against the usual risks at his own expense and to prove to the Supplier that the insurance has been taken out on request. The Customer hereby assigns his insurance claims in the amount of the value of the reserved goods to the Supplier, who accepts them.
- 8.8 If the retention of title is not effective under the law of the country of destination in the above form, the Customer must cooperate to establish a security interest for the Supplier in accordance with the country's provisions. The Customer must notify the Supplier immediately if third parties assert claims that endanger the existence of the Supplier's securities.
- 9. Testing and acceptance**
- 9.1 Work or services are accepted in the Customer's presence by prior agreement. Acceptance can also be agreed upon for delivery services.
- 9.2 If an acceptance test of a delivery service is planned, it must be carried out in the Supplier's production facilities.
- 9.3 Acceptance shall take place if the Customer does not assert any justified complaints until the end of the inspection. Acceptance may not be refused due to minor defects, whereby the Supplier remains obliged to remedy these defects.
- 9.4 If the Customer waives an agreed acceptance test, or if he is not present at the inspection despite timely notification, the inspection by the Supplier shall be deemed accepted.
- 9.5 If inspections are delayed for reasons for which the Supplier is not responsible, any additional costs incurred as a result shall be borne by the Customer.
- 9.6 The use/commissioning after delivery of goods, work or service shall be deemed acceptance.
- 9.7 After completion of the work or services, the hours worked must be certified by the Customer. If these certificates are not issued or are issued late by the Customer, the invoices shall be based on the records of the Customer. Later complaints by the Customer shall not be deemed valid.
- 10. Warranty and liability for material defects**
- 10.1 The Supplier warrants that the goods delivered, and the work or service provided are free of material or manufacturing defects. In case the Customer notifies the Supplier of such a defect in writing within the warranty period, the Supplier is obliged to remedy the defect at his discretion by repair or delivery of defect-free goods within a reasonable period of time free of charge. If the Supplier is not in a position to do so, the Customer is entitled to claim an appropriate reduction (reduction of the remuneration) after consultation with the Supplier. If no agreement is reached, the Customer may also demand conversion (cancellation of the contract) for the goods or services concerned.
- 10.2 In the event of a notification of defects in accordance with para. 10.1 the Supplier may, at its discretion, demand that the Customer either sends the defective part or device to the Supplier or a third party designated by the Supplier to rectify the defect and return of the repaired good to the Customer. or that the Customer keeps the defective part or device available, and a service technician of the Supplier carries out the rectification, after the necessary approvals and approvals have been issued, at the Customer's premises. In case repair work has to be carried out outside the Federal Republic of Germany, the Supplier shall only bear the costs that the Supplier would have incurred if the work had been carried out in its factory in the Federal Republic of Germany. The Customer supports the Supplier's service technician to prevent avoidable delays in work. The costs for testing the part or device shall be borne by the Customer if no defect has been detected or the Supplier is not responsible for it. The Customer shall issue an respective order to the Supplier for the inspection services and costs incurred.
- 10.3 Properties in the legal sense are only promised if they have been confirmed to the Customer in writing. In principle, samples and descriptive information in catalogues, brochures and instructions for use are not guaranteed properties. In the event of the absence of warranted characteristics, the Customer may only claim damages for the typical and foreseeable damage unless the Supplier made assurance to protect the Customer against further damage.
- 10.4 The warranty period for material defects and defects in title is 12 months from delivery or acceptance for work and/or services. In the case of rectification or repairs, a warranty period of a further 12 months shall only apply to the repaired or repaired parts and not to the entire good or work provided. In any case, the warranty period ends at the latest 24 months from delivery or acceptance, even in case of repairs or new deliveries due to warranty obligations.
- 10.5 The Customer must immediately notify the Supplier in writing of any defects and must do everything possible to keep the damage to a minimum.
- 10.6 The supplier is only obliged to remedy the defect if the Customer has fulfilled all of its contractual obligations.
- 10.7 The Supplier shall not provide any warranty for defects resulting from natural wear and tear (particularly for wearing parts) or improper handling. The Supplier does not offer any warranty for defects that are based on improper changes or repairs made by the Customer or third parties.
- 10.8 The following applies to software: The Supplier assures the conformity of the software provided to the Customer with the program specifications, provided that the software has been operated on the associated systems of the Supplier in accordance with its guidelines. Software defects are only those defects that can be reproduced at any time. The Supplier undertakes to correct software defects that insignificantly impair the contractual use, at the Supplier's discretion and depending on the significance of the defect, by installing an improved software version or by providing instructions for eliminating or circumventing the effects of the defect.
- 10.9 The following applies to works and services: If the Customer provides personnel for the execution of works or services who work on the instructions of the Supplier's

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- assembly manager, it must be insured in accordance with all legal requirements. The Supplier assumes no liability for the personnel.
- 10.10 If the Customer provides material and equipment, the Supplier shall not be liable for its quality and suitability to perform the works and services. If the Supplier has concerns about the quality and suitability, he shall inform the Customer immediately. If these concerns are not taken into account by the Customer, the Supplier may reject the work in question.
- 10.11 The Supplier carries out non-contractual work only under the sole responsibility and direction of the Customer and at the Customer's risk.
- 11. Return of deliveries for repair or repair**  
Statutory provisions on occupational health and safety, such as the Workplace Ordinance Act (ArbStättV), the Hazardous Substances Ordinance Act (GefStoffV), the accident prevention regulations, and regulations on environmental protection, such as the Waste Act (AbfG) and the Water Resources Act (WHG) oblige all commercial companies to protect their employees or people and the environment from harmful effects when handling hazardous substances. The Customer must ensure that all devices that have encountered toxic, explosive, microbiological, radioactive or other harmful substances are decontaminated in accordance with the regulations before being sent for repair, repair or other use. If this has not been done, the Supplier may, at his discretion, have the equipment picked up by the Customer, returned or have the necessary decontamination carried out by a third-party specialist company at the expense of the Customer.
- 12. Liability and claims for damages**
- 12.1 If a delivery item or a service cannot be used by the Customer in accordance with the contract due to the fault of the Supplier as a result of omitted or incorrect execution of proposals or consultations made before or after the conclusion of the contract or due to the violation of other ancillary contractual obligations – in particular instructions for operation and maintenance of the delivery item – the rules of sections 2.2, 2.3 shall apply, 2.4 and 2.6 accordingly.
- 12.2 The Supplier is only liable for damages – for whatever legal reasons – only
- in case of intent and gross negligence,
  - in the event of culpable injury to life, body and health,
  - in the case of defects that the Supplier has fraudulently concealed or guaranteed their absence, as well as
  - in the case of slight negligence, only for the typically foreseeable damage.
- 12.3 The Supplier's liability under the Product Liability Act or mandatory laws of other countries remains unaffected.
- 12.4 When installing software, the Supplier – including its employees and vicarious agents – shall only be liable for the loss or modification of data caused by program errors to the extent that would have been unavoidable even if the Customer had fulfilled his data backup obligation at application-appropriate intervals, but at least daily.
- 12.5 Further claims arising from contract or law, including claims for compensation for consequential damages, such as lost profits, etc., are excluded. In all other cases, the Supplier's liability is limited to a maximum of the order value. This does not apply if liability is mandatory by law.
- 13. Industrial property rights and copyrights**
- 13.1 It is not permitted to remove the trademarks and product marks from the goods, affix the Customer's trademarks to the goods, and change the exterior of the goods so that the Customer or a third party appears as the manufacturer of the goods.
- 13.2 The Supplier reserves the right of ownership and copyright exploitation rights to cost estimates, drawings, and other documents without restriction; they may only be made accessible to third parties with the prior written consent. Drawings and other documents belonging to offers must be returned immediately upon request if the order is not placed with the Supplier.
- 13.3 The Customer is granted a non-exclusive and non-transferable right of use to software programs and associated documentation and subsequent additions to the operation of the goods for which the programs were delivered by the Supplier. Making those programs and documentation available to third parties requires the prior written consent of the Supplier. Apart from a backup copy, reproductions are not permitted. Source programs are only provided by the Supplier based on a separate written agreement.
- 14. Data storage**  
The Supplier only stores personal data of the Customer that is related to the business relationship between Customer and Supplier and to the extent permitted by the EU GDPR (General Data Protection Regulation).
- 15. Export permit**  
If official approvals are required for the export of the Supplier's delivery of goods and/or services and if an application for such approval is denied or revoked, the Supplier's offer or the contract expires without derivable claims for the Customer, who agrees to the withdrawal of the offer or the termination of the contract with accepting these Terms and Conditions. The same applies in cases of force majeure. The delivery dates for goods and/or works or services shall always be respectively postponed until an approval is granted. Should the Customer wish to export the goods, he shall bear the costs and responsibility for obtaining the necessary export or re-export permits. All expenses incurred by the Supplier and lost profits suffered due to a non-granting or delay of an export permit shall be reimbursed by the Customer.
- 16. Participation and technical assistance by the Customer in work and/or services**
- 16.1 At his request, the Customer must grant the supplier access to the assembly site for an inspection before the start of the assembly work.
- 16.2 The Customer must ensure at his own expense that the services can be started on time and continued without disruption. All necessary parts must be available at the assembly site at the agreed time.
- 16.3 The Customer must ensure, at his own expense, that
- (i) the assembly site is easily accessible and, in a condition, ready for assembly, and all necessary approvals/approvals have been obtained so that proper assembly under normal working conditions is possible;
  - (ii) the possible auxiliary teams such as henchmen, locksmiths, crane operators and other skilled workers with the tools required by these workers are available in sufficient numbers at the agreed time;
  - (iii) all necessary electrical and scaffolding work is finalized;
  - (iv) the consumer goods and materials required for assembly and commissioning, such as lubricating oil, electricity, working air, water, hoists, trusses and other devices, are available;
  - (v) adequate lounges and sanitary facilities are available for assembly personnel.
- 17. Applicability**  
Should individual clauses of these General Terms and Conditions be invalid, this shall not affect the validity of the remainder of the terms and conditions.
- 18. Place of performance, law and place of jurisdiction**
- 18.1 The place of performance for delivery services is EXW Plauen (Incoterms 2020), and for work or services, the agreed place of repair and/or maintenance.

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- 18.2 The law of the Federal Republic of Germany shall apply to all contractual obligations, except for its private international law, to the exclusion of the Act on the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods.
- 18.3 The place of jurisdiction shall be at the Supplier's discretion the court in the Federal Republic of Germany having jurisdiction for the Supplier or the competent court for the Customer's registered office.