

## fischertechnik GmbH Terms and Conditions

### I. General Provisions

Our General Terms and Conditions set out below apply exclusively. We do not recognise any terms and conditions of the customer that conflict with or deviate from our General Terms and Conditions, unless we have expressly agreed to their validity in writing. We shall not recognise any deviating terms and conditions of the customer even if we carry out the order without reservation whilst being aware of terms and conditions of the customer that conflict with or deviate from our General Terms and Conditions.

Our sales staff are not authorised to make verbal side agreements or give assurances that go beyond the written contract.

### II. Quotation, Order Confirmation

1. Our quotations are subject to change. We reserve the right to make technical changes as well as changes to shape, colour and/or weight within reasonable limits.
2. A supply contract based on a customer's order is concluded upon our written order confirmation or upon delivery of the goods.
3. In the case of call-off orders, the goods must be called off within 6 months of the order at the latest. If the goods are not called off within this period, we are entitled to invoice the purchase price. From the date of invoicing the goods, we are entitled to charge storage costs for their provision at the rate applicable in the freight forwarding industry at the time.

### III. Prices

We are bound by the agreed prices for a period of 4 months, calculated from the date of conclusion of the contract. Thereafter, invoicing shall be based on the prices applicable on the date of dispatch, plus the VAT applicable at that time.

Prices are ex works.

### IV. Terms of payment

1. Our invoices are due for payment without deduction 30 days after the invoice date. Any payment terms deviating from this require the prior approval of fischertechnik GmbH. Payments are always applied to the oldest outstanding invoice.
2. If the payment deadline is exceeded, we shall be entitled to charge interest at the statutory rate from that date, even without a reminder. This interest rate shall be set higher if we can prove that we are subject to a higher interest rate.
3. If, after the order has been placed, there is a significant deterioration in the customer's financial circumstances, or if we only become aware of a previously existing deterioration in the customer's financial circumstances after the order has been placed, we shall be entitled, at our discretion, to demand either advance payment or security.
4. Payment by bill of exchange requires prior agreement. No discount shall be granted for payments made by bill of exchange.
5. The customer may only set off claims that are undisputed or have been legally established. The assignment of the customer's claims against us is excluded.

### V. Delivery

1. Delivery times are only binding if agreed in writing. Should delivery not take place within a period agreed in writing and should we fail to meet a reasonable grace period, the customer shall be entitled to withdraw from the contract. Compliance with delivery deadlines is subject to the customer's compliance with the agreed terms of payment and other obligations.
2. If compliance with the delivery period is not possible due to circumstances beyond our control, such as natural disasters, war, civil unrest, acts of God, energy shortages or industrial action at our premises or those of our suppliers, the delivery period shall be automatically extended by the duration of such circumstances. Should the hindering circumstances last longer than 4 weeks, the contracting party shall be entitled to withdraw from the contract.

### VI. Shipping Terms

1. Dispatch is ex works or ex warehouse. Partial deliveries are always permitted. Transport is always at the expense and risk of the recipient, even in the case of consignments delivered carriage paid to the receiving station and even where our own transport personnel are engaged. Unless otherwise agreed, we shall determine the means of transport and the route, without being responsible for ensuring that the fastest and cheapest option is chosen.
2. Special requests from the customer (e.g. expedited shipping, special packaging, commissioning of a specific carrier) will be taken into account as far as possible, subject to the charging of any additional costs.
3. If dispatch is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer from the date the goods are ready for dispatch. In all other cases, the risk shall pass to the customer upon handover of the goods to the carrier, even in the case of carriage paid delivery.

### VII. Warranty

1. We guarantee that our goods are free from defects in accordance with the current state of the art. We reserve the right to make changes to the design or construction which do not impair either the functionality or the value of the ordered item; such changes shall not constitute grounds for a complaint. The same applies to dimensional tolerances resulting from the manufacturing process. If specific requirements regarding dimensional accuracy are required, these must be expressly stated and agreed upon in each individual case at the time of ordering. Any assurance of specific characteristics requires our written declaration or confirmation in all cases. Obvious defects must be reported in writing within 14 days of delivery; otherwise, warranty claims for obvious defects are excluded.
2. The customer shall have no rights in respect of an insignificant defect in the goods. Furthermore, the customer may only demand subsequent performance, i.e. rectification or replacement. Section 439(3) sentence 1 of the German Civil Code (BGB) remains unaffected.

However, the customer is entitled, at their discretion, to withdraw from the contract or to demand a reduction in the purchase price if the subsequent performance fails, in particular if it is impossible, if we do not succeed within a reasonable period of time, if we refuse to perform, or if we culpably delay performance.

3. The Customer's claims for damages arising from a defect remain unaffected, notwithstanding the provision under X. of these terms and conditions.
4. The warranty period is 24 months from delivery of the goods.
5. We shall not be liable for material defects in our goods arising from unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, normal wear and tear, or faulty or negligent handling, nor shall we be liable for the consequences of improper modifications or repair work carried out by the customer or third parties without our consent. The same applies to defects that only insignificantly reduce the value or suitability of the goods.
6. The quality of the goods is determined exclusively by the agreed specifications. Any claims made in the advertising materials do not constitute a contractual description of the quality of the goods.
7. The Customer shall only have statutory rights of recourse against us to the extent that the Customer has not entered into any agreement with its customer that goes beyond the statutory claims for defects.

### VIII. Withdrawal in the event of a breach of duty

1. The customer shall have no statutory right of withdrawal on the grounds of a service not rendered or not rendered in accordance with the contract if we are not responsible for the breach of duty.
2. The above clause 1 shall not apply if special agreements give rise to a right of withdrawal for the purchaser that is independent of fault. Furthermore, the above clause 1 shall not apply in the event of a defect in the goods. In this case, the statutory provisions of the law of sale shall apply, unless otherwise provided for in these General Terms and Conditions.

### IX. Retention of title

1. We retain title to the delivered goods until the customer has paid all claims we have against them. Bills of exchange and cheques shall only be deemed paid once they have been honoured.
2. The Customer may sell the goods in respect of which we have retained title in the ordinary course of business, unless they are in default of payment or have suspended payments. They may not pledge the goods or assign them as security. Any attachment of the goods subject to retention of title must be reported to us immediately, enclosing the attachment record. If the customer sells the goods, he hereby assigns to us, until all our claims have been settled, the rights to which he is entitled against his customers arising from the sale, together with all ancillary rights and securities. If the purchaser's claims arising from the resale of our goods are included in a current account, he hereby assigns to us his claim for payment in the amount of the respective and acknowledged balance, namely in the amount of our claims against the purchaser.
3. Any processing or transformation of the purchased goods by the purchaser shall always be carried out on our behalf. If the purchased goods are processed or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the proportion of the value of the purchased goods to the other processed or mixed items at the time of processing or mixing. The customer also assigns to us the claim arising against a third party through the combination of the goods with immovable property, as security for our claims against him.
4. We shall be entitled to withdraw from the contract and demand the return of the goods in the event of the customer's breach of contract, in particular in the event of default in payment.
5. The customer may collect the claims assigned to us, unless he is in default of payment or has suspended payments. If the value of the security granted to us exceeds our claim against the customer by more than 10%, we shall be obliged to release the security to that extent at the customer's request.

### X. Claims for damages

1. Claims for damages by the customer, regardless of the legal basis, in particular due to breach of obligations arising from the contractual relationship and from tort, are excluded.
2. This shall not apply to claims under the Product Liability Act, in cases of intent or gross negligence, to claims arising from a guarantee, to claims for injury to life, limb or health, and to claims for breach of material contractual obligations. However, compensation for the slightly negligent breach of essential contractual obligations is limited to the foreseeable damage typical for this type of contract. The same applies to claims arising from grossly negligent conduct on the part of ordinary vicarious agents.
3. Claims for damages arising from liability for intent shall be subject to the limitation periods set out in the statutory provisions. In all other respects, the Customer's claims for damages shall become time-barred 12 months after the claim arises and the Customer becomes aware of the circumstances giving rise to the claim and the identity of the debtor.

### XI. Place of performance, jurisdiction

1. Unless otherwise stated in the order confirmation, our registered office shall be the place of performance.
2. The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
3. If the customer is a trader, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be our registered office. The same shall apply if the customer has no general place of jurisdiction in Germany, or if the customer's place of residence or habitual abode is unknown at the time the action is brought.

### XII. Duty to provide information pursuant to Section 36 of the German Consumer Dispute Resolution Act (VSBG)

fischertechnik GmbH is not prepared to participate in dispute resolution proceedings before a consumer arbitration board.