

# General Terms and Conditions for Sale and Assembly of Machines, Systems and Spare Parts

Seichter GmbH

## Section 1 General

1. These General Terms and Conditions ("GTC") of Seichter GmbH (hereinafter referred to as "Seichter") shall apply to any person who is exercising its commercial or self-employed professional activities (*Unternehmer*) as well as to legal persons under public law or those who administrate a special fund under public law.
2. These GTC are an integral part of all quotations and contracts for deliveries and services for
  - machines and systems of Seichter,
  - spare and repair parts ("*Spare Parts*"), as well as the
  - assembly and repair of these machines, systems and spare parts,including any consulting services provided by Seichter, also in current and future business relations without express reference.
3. Other conditions of the Buyer are only binding if agreed in writing. Any reference by the Buyer to its own GTC, in particular upon acceptance of an order (order confirmation), is hereby expressly rejected. Verbal promises and agreements are only binding upon written confirmation by Seichter.
4. When INCOTERMS are used the 2020 version applies.
5. Seichter reserves all proprietary rights and copyrights to its samples, drawings, models, tools, cost estimates and all information of a tangible and intangible nature (including in electronic form) made available to the Buyer. These may not be made accessible to third parties without Seichter's prior consent.

## Section 2 Orders

1. Seichter's offers are to be understood as a non-binding invitation to conclude a contract. A contract shall only be concluded if Seichter accepts an offer of the Buyer ("*order*") by written order confirmation or execution, confirmation by e-mail or execution of the order. The documents belonging to Seichter's offer, in particular illustrations, drawings,

plans, calculations, tables, weights and dimensions are only approximate values. They shall only become binding through an express declaration by Seichter.

2. Seichter is entitled to withdraw from the contract without compensation of the Buyer if the Buyer is unable to fulfil the contract due to force majeure (Section 13).
3. The Buyer's right of withdrawal due to changes in the financial situation of Seichter after conclusion of the contract is excluded.
4. The working time of the employee shall be remunerated by the Buyer in any case. The working time shall begin with the start of the journey and end with the return of the employee to the place of business of Seichter or to his place of residence. Seichter may charge in full for any days or nights spent travelling.

### **Section 3 Prices**

1. The conditions and price lists at the time of the order are applicable. Earlier prices lose their validity with the introduction of a new price list. The introduction of a new price list shall not affect contracts already concluded.

In all other respects, the prices for spare parts will be communicated on request. The prices stated in Seichter's offer shall apply for the duration of the offer.

2. Prices are only deemed to be as fixed prices if confirmed in writing. They apply free carrier (FCA, INCOTERMS, 30519 Hanover, Esperantostr. 8,) plus the statutory Value-added tax (VAT) applicable at the time of delivery and any packaging costs.
3. In the event that costs which cannot be controlled, such as raw material prices, increase by more than ten percent (10 %) after conclusion of the contract, Seichter may increase the prices for deliveries due later than four (4) months after conclusion of the contract accordingly on the day of performance.
4. If the travel is made with the company's or employee's own vehicles, the kilometre rates according to the price list will be charged. Other costs (e.g. travel and accommodation costs) will be charged separately.

### **Section 4 Delivery and Transfer of Risk**

1. Delivery shall be made FCA, INCOTERMS (30519 Hannover, Esperantostraße 8), or in accordance with another agreed INCOTERMS clause.
2. If Seichter, at the Buyer's request, ships the goods sold to a place other than the place of performance, the risk of accidental loss and accidental deterioration shall pass to the

Buyer as soon as Seichter has handed over the goods to the forwarding agent, carrier or other person charged with the shipment. This shall also apply if Seichter assumes the costs of the shipment or carries it out itself. If the goods are ready for collection, the risk shall pass to the Buyer upon receipt of the notification that the goods are ready for dispatch.

3. If the object of purchase is subject to acceptance, the acceptance date shall be decisive for compliance with the delivery period. This shall not apply in cases of justified refusal of acceptance. Alternatively, the notification of readiness for acceptance shall apply for compliance with the delivery time.
4. The Buyer shall be responsible for the disposal of the packaging.
5. Delivery times are only deemed to be dates for fixed trade purchases if confirmed in writing.
6. The observance of delivery dates is subject to the condition that the Buyer has performed all preliminary services, in particular has provided Seichter with the information required for the execution of the order, has provided any necessary official certificates and inspections and has paid the agreed advance payment. Agreed delivery times shall be reasonably extended until the advance payments have been made.
7. Seichter's failure to meet deadlines or delivery dates shall entitle the Buyer to assert the rights to which he is entitled only after he has granted Seichter a reasonable period of grace of at least 15 (fifteen) business days, unless this is dispensable by law.
8. Seichter is entitled to make partial deliveries if no disadvantage arises.
9. If the Buyer does not accept the goods, partial services or deliveries even after a reasonable period of grace has been set, Seichter shall be entitled to demand 20 % (twenty percent) of the order sum as liquidated damages. The Buyer shall be entitled to prove that no damage or only minor damage has been incurred.

## **Section 5 Duties of the Buyer**

1. The Buyer shall support the employees of Seichter for the performance of the respective contractual service ("*Employees*") at its own expense and shall in particular comply with the requirements set out in Section 5.
2. Insofar as assembly work is to be carried out on the Buyer's premises, the Buyer undertakes the measures necessary for the protection of persons and property and shall inform the specific Project Manager of Seichter of existing special safety regulations insofar as these are of importance for the personnel deployed to render the contractual services. The Buyer shall notify Seichter of any infringements of such safety regulations

by the personnel. In the event of serious infringements, the Buyer may, in consultation with the Project Manager, refuse access to the infringing party.

3. For assembly services to be provided on site at the Buyer's premises, the Buyer shall appoint a contact person who shall be available on site and who shall be responsible for answering questions regarding the performance of the contract.

## **Section 6**

### **Technical Assistance of the Buyer**

1. The Buyer shall be obliged to provide technical assistance at its own expense, in particular to:
  - a) Providing the necessary suitable assistants (bricklayers, carpenters, locksmiths and other skilled workers, labourers) in the number and for the time required for the work. The assistants shall follow the instructions of the project manager. Seichter shall not assume any liability for the auxiliary staff. If a defect or damage is caused by the auxiliary staff on the basis of the instructions of the project manager, the provisions of Sections 11 and 12 shall apply;
  - b) Carrying out all groundwork, construction, bedding and scaffolding work, including the procurement of the necessary building materials;
  - c) Providing the necessary equipment and heavy tools (e.g. lifting gear, compressors) as well as the necessary commodities and materials (e.g. scaffolding timbers, wedges, underlays, cement, plaster and sealing material, lubricants, fuels, driving ropes and belts);
  - d) Providing heating, lighting, energy, water, including the necessary connections;
  - e) Providing the necessary rooms, dry and lockable, for the storage of the employees' tools;
  - f) Transporting the components and parts at the assembly site, protection of the assembly site and materials against harmful influences of any kind, cleaning of the assembly site;
  - g) Providing suitable, theft-proof recreation rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the employees;
  - h) Providing the materials and performance of all other acts necessary for the adjustment of the object to be assembled and for the performance of a test as provided for in the contract.
2. The technical assistance of the Buyer shall ensure that the work can be started immediately after the arrival of the employees and be carried out without delay until

acceptance by the Buyer. Insofar as special plans or instructions are required by Seichter, it shall make them available to the Buyer in good time.

3. The unloading of Seichter's delivery items, the transport to the place of installation, the commissioning and instruction of the Buyer's personnel are not part of the contractual services. Seichter can carry this out against payment of the costs if this has been agreed and confirmed by Seichter in writing after the order.
4. In the event that the Buyer does not fulfil his obligations, Seichter shall be entitled, after setting a deadline, to carry out the required actions in place of the Buyer at his expense. Apart from that, Seichter's statutory rights and claims shall remain unaffected.

### **Section 7** **Acceptance (*Abnahme*)**

1. The Parties may agree that the Buyer must accept the service. In the case of acceptance agreed by contract or determined by law, the effect of performance shall only come into effect upon acceptance.
2. Insofar as acceptance has been agreed or determined, Seichter shall make corresponding contractual goods available for acceptance by the Buyer in accordance with the following provisions and scope:
  - Pre-acceptance prior to delivery: inspection for completeness and function in accordance with the Purchase Agreement. Preliminary acceptance shall take place four (4) weeks before the FCA delivery date or as agreed.
  - Overall acceptance: The overall acceptance by the customer takes place after successful commissioning with release for production. The date of acceptance is the date of completion of the overall acceptance and must take place no later than five (5) days after the indicated successful commissioning.
  - Otherwise, the date of acceptance shall be the date of completion of the acceptance test.
3. The Buyer shall record the result of the acceptance test in full in a written acceptance report in accordance with Section 7 para. 2. Depending on the result of the acceptance test, the Buyer shall declare immediately after completion of the acceptance test
  - a) in case of overall performance fulfilled in accordance with the contract, the overall acceptance;
  - b) in case of contractually agreed and contractually fulfilled partial performance, partial acceptance (partial acceptances are only provisional and are subject to successful overall acceptance); or
  - c) the refusal of acceptance if material defects are discovered during the acceptance test.

4. If the Buyer finds no defects or no significant defects during the acceptance test ("*Successful Acceptance Test*"), he shall draw up a declaration of acceptance at the same time as the acceptance protocol. The acceptance declaration and the acceptance protocol shall be issued in duplicate and signed by the Buyer. This shall also be done if Seichter is not represented at the acceptance test. If Seichter is represented at the acceptance inspection, it shall immediately receive one copy each of the acceptance declaration and the acceptance protocol; otherwise Seichter shall immediately receive them.
5. The acceptance test shall not affect Seichter's obligation to remedy insignificant defects without delay.
6. The time of acceptance shall be determined in accordance with the provisions of Section 7 para. 2.

## **Section 8 Payments**

1. An invoice shall be issued separately for each order under the date of the day of dispatch. This also applies to agreed partial deliveries. Advance payments made shall be charged proportionally to the individual partial deliveries.
2. Payments for **machines and systems** shall be calculated in the following percentages of the respective total order value according to the respective phases:
  - 25 % after receipt of an order confirmation (*Advance Payment*),
  - 65 % after notification of readiness for dispatch of the main parts,
  - 10 % after production release or at the latest three (3) months after transfer of risk.

Seichter shall invoice these services five (5) days after reaching the respective performance status. Spare parts shall be invoiced immediately.

3. Invoices are due for payment within 30 (thirty) days of the invoice date.
4. Seichter does not grant any discount even if the payment is made before the due date.
5. Payments by cheque or bill of exchange shall be made on account of performance and shall require Seichter's prior consent; discount, bill of exchange charges and costs shall be borne by the Buyer unless otherwise agreed.
6. In the event of a justified complaint about defective goods, the Buyer may provisionally retain only that portion of the purchase price which corresponds to the invoice amount of the part of the delivery complained about.

7. In the event of delayed payment, interest on delayed payment, protest of a cheque or bill of exchange or any other significant deterioration in the Buyer's financial position after conclusion of the contract, Seichter shall be entitled to perform further services only against Advance Payment, to make all outstanding invoice amounts immediately due and payable and to demand cash payment or the provision of security against the return of bills of exchange accepted on account of payment.
8. The amount of interest on arrears shall be nine (9) percentage points above the base interest rate of the German Federal Bank (Deutsche Bundesbank).
9. Seichter shall charge a fee of EUR 40.00 (in words: forty euros) for the second and each subsequent reminder. In addition, Seichter shall be entitled to claim the flat-rate default fee pursuant to Section 288 para. 5 BGB (German Civil Code). The costs of legal action shall be borne by the Buyer.

### **Section 9 Retention of Title**

1. Seichter shall retain title to all items delivered, including the accessories, spare parts and replacement units used as well as other items delivered, until full payment of all claims resulting from the business relationship with the Buyer. Further security agreements can be made.
2. In the event of payment by bill of exchange, the retention of title shall expire only upon redemption of the bill of exchange by the drawee.
3. The Buyer shall store and manage the sold goods and the new goods created by their use in a separately identifiable manner, keep them with the care of a prudent businessman and insure them against damage from fire, water or hail. The Buyer hereby assigns any insurance claims to Seichter. Seichter shall be entitled to insure the delivery item at the Buyer's expense against theft, breakage, fire, water and other damage, fire, water and other damage at the Buyer's expense, unless the Buyer has taken out the insurance himself and has provided Seichter with proof of this.
4. The Buyer may install the goods subject to retention of title in his machines in the course of normal business unless he is in default of payment. After the installation process, the delivered items, in particular spare parts, shall remain Seichter's property until payment has been made.
5. In the event of withdrawal from the contract (in particular due to default of payment by the Buyer) Seichter shall be entitled to take back the goods subject to retention of title. In order to exercise this right Seichter shall be permitted to enter the Buyer's business premises during normal business hours. Withdrawal from the contract shall be deemed to have been declared if Seichter demands the return of the goods subject to retention of title.

6. The Buyer may not pledge the goods subject to retention of title or assign them as security. He shall inform Seichter in writing without delay if third parties wish to access the goods subject to retention of title. In doing so he shall hand over to Seichter all documents necessary for the protection of his proprietary rights, in particular a copy of the seizure protocol. The Buyer shall be liable to Seichter for all damages arising from such access by third parties, in particular for all court and out-of-court costs of an enforcement counterclaim, insofar as the third party is unable to offset these costs.
7. Insofar as the value of the securities exceeds the claim to be settled by the Buyer by more than 20 % (twenty percent), Seichter shall release the securities exceeding this amount at the request of the Buyer.
8. The application for the opening of insolvency proceedings entitles Seichter to withdraw from the contract and to demand the immediate return of all delivered items that have not yet been paid for in full.

### **Section 10 Spare Parts Supply**

1. Seichter shall supply the Buyer with spare parts for machines and systems exclusively under the following conditions:

The limited period of time for the supply of spare parts is:

- for electrical, electronic, electro-pneumatic components, components, systems and assemblies: 60 (sixty) months (5 years),
- for machine components: 120 (one hundred twenty) months (10 years);

Apart from that, Seichter shall not be obliged to supply the Buyer with spare parts; the conditions set out in Section 11 shall remain unaffected thereby.

2. Seichter is entitled, within and after the aforementioned periods, to look for a functionally equivalent replacement solution.

### **Section 11 Warranty, Liability for defects**

1. Goods which have been used are sold under exclusion of any warranty. The following conditions shall apply in all other respects.
2. For the contractual quality of the goods, the information according to the status of the order confirmation shall be deemed to be decisive, if available; otherwise, the quality customary in the market shall be deemed agreed. The suitability of the goods for the Buyer's intended purposes is not the subject of the quality of the goods.



Covered by the quality and thus do not qualify as defects are

- deviations that are customary in the trade and minor deviations that are technically unavoidable,
- deviations from the condition (shape and colour) described in brochures or similar representations or in offers, insofar as they result from the natural irregularities of the materials used,
- wear and tear inherent in the nature of the goods, insofar as the service life is stated in the order confirmation; otherwise the service life of the goods customary in the market shall be deemed to be decisive.

Defects which do not or only insignificantly affect the value of the delivered item are no reason for warranty claims.

3. The Buyer undertakes to verify the specifications set out in the order confirmation with regard to the intended purpose of use.
4. The Buyer's warranty rights require that he has immediately and properly complied with his obligations to inspect the goods and to give notice of defects. The Buyer is obliged to inspect and accept incoming goods with due diligence without delay. The inspection for obvious defects and short deliveries must take place at the latest within eight (8) days after receipt of the goods at the place of destination. Failure to carry out this inspection shall be at the Buyer's expense. Defects which could not be discovered within this period even after the most careful inspection (*Hidden Defects*) shall be notified by the Buyer in writing immediately, at the latest, however, within eight (8) days after their discovery.
5. Any liability claims shall no longer exist in the event of modifications to the goods which go beyond use in accordance with the state of the art and Seichter's instructions. This shall apply in particular to the use of non-recommended / non-original spare parts and use for purposes other than those for which the goods are intended.
6. Seichter is not liable in particular in the following cases: unsuitable or improper use, faulty assembly or commissioning by the Buyer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable foundation ground, chemical, electrochemical or electrical influences, unless Seichter is responsible for them.
7. If the Buyer or a third party carries out improper repairs, Seichter shall not be liable for the consequences arising therefrom. The same shall apply to any alterations made to the goods without Seichter's prior approval.
8. If the goods are defective at the time of the transfer of risk, Seichter may, within the scope of the claim for supplementary performance, at its discretion either repair or replace the goods within ten (10) days after receipt of the goods. The Buyer shall give Seichter time and opportunity to do so. If this is not done or if changes or repairs are

made to the defective item, Seichter shall be released from liability for defects. Replaced parts shall become Seichter's property.

9. The Buyer shall, after consultation with Seichter, be given the opportunity to carry out all repairs and replacement deliveries which Seichter deems necessary. Otherwise Seichter shall be released from liability for the resulting costs. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage shall the Buyer have the right to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary expenses from Seichter. Seichter shall be notified immediately of any urgent cases.
10. Claims for damages by the Buyer due to defective goods shall be limited to the foreseeable and unavoidable damage. The Buyer shall be obliged to reduce any possible damage by examining the goods in good time at the earliest opportunity.
11. Claims for defects shall generally become time-barred after the expiry of 12 (twelve) months; this shall also apply to the time-barring of claims for regress in the supply chain pursuant to Section 445 b para. 1 of the German Civil Code (BGB). The suspension of expiry pursuant to Section 445 b para. 2 BGB shall remain unaffected.

If Seichter renders the services on a building and thereby causes its defectiveness, claims for defects shall become time-barred after five (5) years; Section 634 a para. 3 BGB shall remain unaffected.

The limitation period begins on the date of delivery or, in case of machines and systems, on the date of acceptance by the Buyer, but no later than three (3) months after the date of delivery or start of production, whichever is earlier.

In the event of injury to life, body or health and in the event of a wilful or grossly negligent breach of duty by Seichter as well as in the event of fraudulent non-disclosure of a defect or in the event of the assumption of a guarantee of quality, the statutory limitation periods shall apply.

12. In the event of a defect, Seichter shall have the right to choose between subsequent delivery and credit note.
13. If a notice of defect is unjustified, the Buyer shall reimburse Seichter for all expenses incurred in dealing with the notice of defect.
14. Spare parts are only intended for the specifically designated machine, but not for other machines of the same type with a different article number, a different year or a different series. A possible lack of compatibility with earlier machines or components does not constitute a material defect.
15. For claims for damages, Section 12 applies in all other respects.

## Section 12 Liability

1. Seichter's liability for damage caused by slight negligence due to defective products, with the exception of bodily injury, shall be limited in terms of reason and amount to the benefits of its product liability insurance up to the amount of EUR 1,000,000 (in words: one million euros) per claim per year. This limitation of liability shall not apply in the event of intent or gross negligence, culpable injury to life, limb or health, or fraudulent non-disclosure of a defect. In the event of material breach of contract, the foreseeable and contract-typical damages are included in the maximum amount. The liability for the costs of a legally required recall is limited to EUR 1,000,000 (in words: one million euros) per claim per year.
2. Material contractual obligations are obligations the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contracting party may regularly expect.
3. Seichter's liability for production stoppage, loss of profit, loss of use, loss of contracts or any other consequential or indirect damage is excluded. Liability is also excluded for replacement or wear parts not used within the warranty period if the warranty claim is statute-barred in accordance with Section 11.
4. In the event of delay Seichter shall be liable for 0.5 % (zero point five percent) of the order value per week, but not more than a total of 5 % (five percent) of the order value. Furthermore, claims for compensation shall be limited to the compensation of proven additional costs (purchase of cover on the basis of three comparative offers).
5. Seichter shall not be liable for slight negligence, with the exception of injury to life, body or health or for breach of essential contractual obligations.
6. Seichter shall not be liable for breach of contract or damage due to force majeure (Section 13).
7. All claims, in particular any claims under a right of recourse in the supply chain, shall become statute-barred within one (1) year; Section 445 b para. 2 German Civil Code (BGB) shall remain unaffected.

Excluded from the limitation of the period of limitation are claims based on damage caused by intent or gross negligence on the part of Seichter or claims based on injury to life, limb or health; these claims shall become statute-barred in accordance with the statutory periods of limitation.

8. The above provisions shall apply to the same extent to Seichter's vicarious agents.

## Section 13 Force Majeure

1. If one of the Parties is unable to properly fulfil its contractual obligations, with the exception of the payment obligation and confidentiality obligations, as a result of unforeseen circumstances which could not have been avoided despite reasonable care ("*force majeure*"), the other Party shall not be entitled to any compensation for damages, irrespective of the legal grounds.
2. Events of force majeure shall include, but not be limited to:
  - natural disasters, natural events, nuclear disasters, epidemics, pandemics, infectious diseases;
  - war, civil unrest, acts of terrorism;
  - seizure or other measures of public authority, failure to obtain or delay of official delivery permits;
  - strike, lock-outs and other labour disputes of any kind;
  - general shortage of raw materials, consumables and supplies, where alternative sourcing is not possible at reasonable additional cost;
  - failures which cannot be prevented by reasonable measures due to machine damage, machine breakdown and other operational disruptions, in particular due to delayed deliveries of material through no fault of Seichter, insofar as a replacement cannot reasonably be expected;
  - restrictions in the supply of energy and unavoidable disruptions in Seichter's own operations or at transport companies or subcontractors.
3. In the event of impediments to performance due to force majeure, the delivery date shall be extended by the duration of the delay. Seichter shall notify the Buyer of the beginning and end of such circumstances as soon as possible.

#### **Section 14** **Business Secrets, Confidential Information**

1. Confidential information shall be kept secret by the Buyer, even if it does not comply with the requirements of the German Business Secrets Act (*Geschäftsgeheimnisgesetz*). This shall be all business secrets and confidential information of Seichter transmitted or made accessible to the Buyer in physical or digital form, in particular all information about contractual goods, manufacturing methods, customers and other business or company-related information. Furthermore, this shall also apply mutatis mutandis to all information of third parties, unless expressly agreed otherwise. The Buyer shall ensure that no such disclosure can be made, not even by third parties working for or on behalf of the Buyer.
2. The Buyer will include his employees in this confidentiality obligation. The Buyer shall take the necessary measures to ensure confidentiality in order to prevent the unauthorised disclosure of business secrets and confidential information by its employees or other persons.

3. Confidential documents made available to the Buyer remain the property of Seichter and are to be treated as strictly confidential. They may not be reproduced, published or made accessible to third parties in any other way without the written consent of Seichter. The Buyer must not use the information for any other than contractual purposes.
4. In case the Buyer becomes aware that confidential information, documents or business secrets have been disclosed by third parties or that third parties have otherwise breached their duty to treat the information confidentially, the Buyer will inform Seichter immediately.
5. The Buyer is obliged, at Seichter's request and at any time during the contractual relationship, to immediately hand over to Seichter all documents and objects containing or relating to Seichter's confidential information or business secrets. This also applies to copies made by the Buyer or other documents in his property. The Buyer shall delete copies on its own data carriers or systems and provide Seichter with evidence of the deletion.
6. For each case of infringement, the Buyer is subject to a contractual penalty in favour of Seichter in the amount of EUR 50,000.00 (fifty thousand euros) in each individual case. Irrespective of this, Seichter may demand compensation from the Buyer for any evidenced higher damage incurred. The contractual penalty promise also extends to the Buyer's employees and third parties commissioned by the Buyer.
7. The Buyer shall not exploit or imitate (in particular by means of "**reverse engineering**") the confidential information in any way other than for the intended purpose or have it exploited or imitated by third parties and, in particular, shall not apply for industrial property rights to the confidential information, in particular trademarks, designs, patents or utility models.
8. The obligation to keep the information confidential shall not expire even after termination of the contractual relationship and shall continue to apply for a period of ten (10) years after the business relationship ends (last delivery). The obligation to maintain secrecy applies accordingly to the documents received in the course of initiating a contract. If a contract is not concluded, the obligation to maintain secrecy begins at the time when it is established that the contract negotiations have failed.
9. Seichter remains the owner of the information and the holder of the related rights and industrial property rights. The transfer of the information does not constitute any license or other rights of use..
10. The Buyer may only refer to business connections with Seichter with the prior written consent of Seichter.
11. Further agreements on confidentiality will be regulated in a separate confidentiality agreement if required. This takes precedence over the confidentiality provision in this Section 14.

### **Section 15 Model Protection**

The Buyer undertakes not to reproduce articles from Seichter's delivery programme or to have them reproduced and to distribute them. In the event of infringement, Seichter shall be entitled to a contractual penalty. The amount of the claim shall be 100 % (in words: one hundred percent) of the price of the corresponding Seichter article for each item reproduced; Seichter's price list in force at the time of the infringement shall be decisive. Seichter's right to claim damages shall remain unaffected. The contractual penalty shall not be offset against any claims for damages.

### **Section 16 Software**

1. Insofar as software is included in the scope of delivery, Seichter grants to the Buyer a non-exclusive right to use the delivered software including its documentation. The software is provided for use on the delivered good intended for this purpose. The Buyer is only entitled to use the software on one system.
2. The Buyer may only copy, revise, translate or convert the software from the object code into the source code to the extent permitted by law. The Buyer undertakes not to remove manufacturer's information - in particular copyright notices - or to change them without Seichter's prior express consent.
3. All other rights to the software and the documentation, including copies, shall remain with Seichter or the software supplier. The granting of sub-licences by the Buyer is not permitted.

### **Section 17 Retention, Set-off, Assignment**

1. The Buyer shall not be entitled to a right of lien or retention on the contractual goods. The same applies to all other documents or objects handed over by Seichter to the Buyer or made accessible to him or entrusted to him.
2. The Buyer can only offset counterclaims insofar as these have been accepted by Seichter or are based on a legal title.
3. A transfer of the contract as a whole, the transfer of individual obligations as well as the assignment of individual rights of the Buyer from this contractual relationship require the prior written consent of Seichter. The assignment of financial claims is excluded.

## **Section 18**

### **Miscellaneous**

1. Any amendments and additions to the contract must be in writing.
2. Headings in contracts are for guidance only and not for the final determination of the text below it.
3. The non-exercise of rights by Seichter does not constitute a waiver.

## **Section 19**

### **Place of Performance and Jurisdiction**

1. Place of performance for payment obligations as well as for the Buyer's other obligations is Seichter's registered office. The place of performance for services rendered by Seichter shall be the registered office of Seichter; insofar as assembly on the Buyer's premises is agreed, the place of performance for the service shall be the place where the assembly of the item concerned is to take place.
2. Place of jurisdiction is Seichter's registered office, to the extent permitted by law. Seichter shall also be entitled to choose the Buyer's general place of jurisdiction.
3. All disputes with a value in dispute exceeding EUR 300,000.00 (in words: three hundred thousand euros) arising out of or in connection with this contract or concerning its validity shall be settled in accordance with the Arbitration Rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V. (DIS) to the exclusion of the ordinary courts of law. The arbitral tribunal shall consist of three arbitrators. The place of arbitration shall be Hanover. The language of the proceedings shall be English. The applicable law in the matter shall be German law.

## **Section 20**

### **Foreign Business**

For foreign transactions, the following additional conditions apply to this contractual relationship and the contracts entered into under it:

1. All transactions, including cheque and bill of exchange transactions, shall be governed by German civil and commercial law, including the UN Convention on Contracts for the International Sale of Goods (CISG), to the exclusion of the rules of reference of private international law (*IPR*).
2. In case a contract is issued in several languages, the German version shall prevail.

3. For the purposes of the contract, the Gregorian calendar and the local time at the registered office of Seichter applies, taking into account summer time (*CEST*) and winter time (*CET*).
4. Seichter may demand advance payment or letter of credit from the Buyer. Unless otherwise agreed, delivery shall be made cash against documents (P/D).
5. Unless otherwise agreed, payment shall be made in Euro (EUR). Changes in exchange rates shall not affect the price and the other agreed payment obligations stipulated in the contract.
6. Customs duties, fees, levies and any taxes arising from the performance of the contract and deliveries are borne by the Buyer, unless the delivery conditions of the agreed INCOTERMS clause provide otherwise. Taxes levied by Seichter's country of domicile shall be borne by Seichter.
7. Seichter is not liable for the compatibility of the contract goods with national regulations in the target country. The Buyer shall undertake any necessary procedures for testing, approval or certification of the contract goods in the country of destination at his own expense and responsibility. Seichter will provide the available technical documents for this purpose.
8. Seichter shall be entitled to take legal action against the Buyer in the Buyer's home country.
9. Seichter shall not be liable for sanctions / embargo measures.
10. Seichter's employees shall work in accordance with the statutory provisions of the German Working Hours Act or, in case of assignments outside Germany, in accordance with the corresponding country-specific working hours regulations. A daily rate is 10 hours of working time and additional breaks.

## **Section 21** **Validating Clauses**

1. Should present or future provisions of the contracts be entirely or partly invalid or unenforceable or later lose their validity or enforceability, the validity of the remaining contractual provisions shall not be disturbed. The same applies if this contract should have gaps.
2. In place of the invalid or ineffective provision or to fill a gap, that fitting rule will apply that the Parties would have used had they considered the point when concluding the contract. This also applies when the invalidity of a provision rests on a denominated measure of performance or time (period of time or due date); in such cases that legally permissible measure of performance or time (period of time or due date) that comes closest to that intended shall replace that in the contract.



3. Should the validity of a provision in the above-described sense be attainable only by way of agreement under adhesion to particular requirements of form, the Parties are obligated to do the required acts and give the required declarations.
4. Seichter processes personal data only in accordance with the statutory provisions and the data protection statement available on the Seichter website ([www.seichter.com](http://www.seichter.com) under *data protection*).