

# General Terms and Conditions of Sale

## Wandres GmbH micro-cleaning

Last updated: March 15, 2024

### §1 Scope of conditions

(1) The present General Terms and Conditions of Sale ("GTCS") apply for all business relations between the company Wandres GmbH micro-cleaning ("Seller") and its customers ("Buyer"). The GTCS shall only apply if the customer is a business owner (according to § 14 German Civil Code), a legal entity under public law or public-law special funds.

(2) The GTCS apply especially for contracts regarding the sale and/or the delivery of machines and appurtenant spare parts irrespective of the fact whether the seller has produced these goods himself or whether they have been bought from suppliers (§§ 433, 650 German Civil Code)

Unless otherwise agreed, the most recent and valid version of the GTCS at the time of the Buyer's purchase order serve as a framework agreement for similar future contracts without the Seller's obligation to explicitly refer to them in each individual case.

(3) The Seller reserves the right to change the GTCS at any point in time provided that the changes - while taking into account the seller's interests - are just and reasonable for the buyer.

Changes shall only apply for future contracts, if the contract partner has been informed about them in writing.

(4) The GTCS shall apply exclusively. Any diverging, conflicting or supplementary General Terms and Conditions of the Buyer shall be binding only if and insofar as they have been explicitly recognized by the Seller. This requirement of consent shall apply in every case, even if the Seller makes delivery to the Buyer without reservation despite being aware of the latter's general terms and conditions of business or if the Buyer refers to his general terms and conditions of business in his purchase order and the Seller does not explicitly objects to them. A single, expressly declared consent to conflicting conditions of the Buyer shall not constitute a new basis for future businesses.

(5) Individual agreements and information in the Seller's order acknowledgement shall prevail over the GTCS.

(6) Legally relevant declarations and notifications of the Buyer that refer to the contract (e.g. Setting of time-limits, admonitions, rescission) need to be done in writing according to § 126 of the German Civil Code. Legal formalities and procedures and further evidence, especially if the declarant's legitimacy is doubtful, shall remain unaffected.

(7) References to the validity of statutory provisions are for clarification purposes only. Therefore, these provisions shall apply even if this kind of clarification has not been given and unless they have not been directly changed or explicitly excluded by these GTCS.

### §2 Offer and conclusion of contract

(1) Offers made by the Seller - including the prices quoted - shall be subject to change without notice and non-binding unless they are explicitly defined as binding. This shall also apply to any offers made in promotional material, advertisements etc. where the Seller reserves all rights of ownership and copyright. Drawings, illustrations, measurements, weights and other specifications shall be binding only if expressly agreed in writing. Cost estimates, drawings, plans and other documents shall remain the property of the Seller who reserves ownership and copyrights in any such documents. The Seller undertakes not to disclose information and documents designated as confidential by the Buyer to any third party without the Buyer's consent.

(2) The Buyer's purchase order shall be considered to be a binding offer of contract. Unless otherwise stated within the purchase order, the Seller shall be entitled to accept this offer of contract within a period of 14 days after having received it.

(3) Acceptance may be either expressed in writing (e.g. via an order acknowledgement) or by delivering the goods to the Buyer.

### **§3 Price and payment**

(1) Unless stated otherwise in the order acknowledgement, the Seller's prices shall be understood ex works, exclusive of packaging. The packing will be invoiced separately. The applicable statutory value added tax will be added to these prices.

(2) Unless stated otherwise in the order acknowledgement, the purchase price shall be paid net without deduction within 10 days from the date of the invoice and the delivery (or acceptance) of the goods.

Unless otherwise agreed, payment shall be made as follows if the value of the goods exceeds 50.000,00 EUR:

The first invoice for 35% of the purchase price shall be issued after receipt of the Seller's order acknowledgement and shall be paid within 10 days from the date of the invoice.

The second invoice for 55% of the purchase price shall be issued upon acceptance of the goods by the Buyer at the plant of the Seller or, if no such acceptance is made, at the time of the passing of the risk as stipulated in § 5 paragraph 1 of these GTCS. The invoice shall be paid within 10 days from the date of the invoice.

The third invoice for 10% of the purchase price will be issued 10 days after expiration of the time limit set by the Seller for the Buyer's technical inspection. The invoice shall be paid within 10 days from the date of the invoice.

Within the scope of an ongoing business relationship, the Seller is entitled to demand advance payments for the complete delivery or part of the delivery at any time. The seller shall state a respective reservation no later than with the order confirmation.

(3) With the expiration of the time limit defined in paragraph 2 sentence 1 the Buyer shall be in default. While in default, the Buyer shall pay interest on the purchase price at the applicable statutory interest rate for default. The Seller reserves the right to assert further claims for damages caused by default. If the Buyer is a merchant, the Seller's claim to default interests (§ 353 German Civil Code) shall remain unaffected. If the Buyer exceeds the term of payment by more than 30 days, The Seller shall be entitled to demand payment of all claims he may have against the Buyer including those from other legal relationships with immediate effect, also if payment of such claims has been deferred and/or is secured by discountable bills of exchange. In such event, the Seller can also withdraw from the contract and demand advance payment for future deliveries.

(4) The basis of the contract is the continued creditworthiness of the Buyer.

If, upon the conclusion of the contract it becomes apparent (e.g. by filing for the opening of insolvency proceedings) that the Seller's claim to the purchase price is at risk due to the Buyer's lack of financial performance, the Seller is entitled - in accordance with the statutory provisions on refusal of performance and, if applicable, after setting a deadline - to withdraw from the contract according to § 321 German Civil Code. If contracts refer to the production of individual constructions, the Seller may withdraw from the contract immediately. The statutory provisions on the dispensability of setting a deadline remain unaffected.

(5) The Buyer shall not have any rights of offsetting or retention unless his claim is uncontested or accepted by the Seller or has been legally established. In case of defects of the goods, the rights of the Buyer shall remain unaffected.

(6) Any cash discounts need to be agreed in writing.

### **§4 Terms of delivery and performance and default**

(1) Terms of delivery will be set individually and depending on the complexity of the goods to be produced. The Seller will mention the delivery time in his order acknowledgement. The term of delivery commences with the dispatch of the order acknowledgement, but not before the documents, approvals and releases to be submitted by the Buyer or agreed down payments have been received.

(2) Delivery shall be made ex works, which is also deemed to be the place of performance. At the request and expense of the Buyer, the goods can be sent to a different place of destination (sale to destination). Unless otherwise agreed, the Seller shall be entitled to decide the type of shipment (especially shipping company, shipping route, type of packaging). The costs of transport, packaging, transport insurances as well as any cash on delivery or remittance charges shall be borne by the customer. This shall also apply to any customs duties, fees, taxes and other public charges of any kind.

(3) If the Seller cannot meet binding delivery deadlines for reasons beyond his control (non-availability of the object of performance), he will inform the customer immediately telling him the new expected date of delivery. If delivery is not possible at the new date of delivery either, the Seller is entitled to withdraw from the contract entirely or partly. Any potential payment made by the customer will be reimbursed without delay in this case. Non-availability is given for example if one of our suppliers cannot make a supply to the Seller on time, if the Seller made a congruent covering transaction, if there are other interruptions in the supply chain (e.g. force majeure) or if the Seller is not bound to procure a certain item in a particular case.

(4) A default in delivery shall be determined in accordance with the statutory provisions. In any case, the Buyer has to send a reminder to the customer. If the Seller is in default, the Buyer may request a lump-sum compensation for this default damage. The lump-sum compensation amounts to 0.5% of the net price (delivery value) for every full week of the default, but no more than 5% of the invoiced amount for the delivery affected by the default. The Seller shall be entitled to prove a lower damage of the Buyer than the above-mentioned lump-sum. Any further claims shall be excluded unless the default is due to gross negligence or intentional behaviour on the part of the Seller.

(5) According to § 8 of these GTCS, the rights of the Buyer and the statutory rights of the Seller, especially if excluding a performance obligation (e.g. due to impossibility or unreasonableness of performance and/or subsequent fulfilment) shall remain unaffected.

(6) The Seller shall be entitled at any time to effect part deliveries and part performances.

(7) Observance of the Seller's delivery obligations shall be subject to the fulfilment of contractual obligations by the Buyer.

#### **§5 Transfer of risk and default of acceptance**

(1) The risk of accidental loss or accidental deterioration shall pass to the Buyer not later than with the handing over of the goods. Where the goods are sent to a different place of destination, the risk of their accidental loss and accidental deterioration as well as the risk of delay shall pass to the forwarding agent, freight carrier or other person or institution entrusted with the task of performing shipment with the handing over of the goods already. This shall also apply in those cases in which free delivery has been agreed. In all other cases, the statutory provisions on contracts for services for an agreed acceptance shall apply. Delivery is also deemed to have been effected if the Buyer is in default of acceptance or if the shipment has been postponed at his request.

(2) If the Buyer is in default of acceptance, if he fails to cooperate or if the Seller's delivery is postponed for other reasons for which the Buyer is responsible, the Seller may - starting with the month after having given notification that the goods are ready for shipment - send the Buyer an invoice for his costs of storing the goods. He may invoice at least 0.5% of the amount of the contract for each calendar week. The total of the invoiced storage costs may not, however, exceed 5% of overall amount of the contract. The Buyer is allowed to prove, that the Seller had no or only lower (storage) costs. The proof of a higher damage and other statutory claims of the Seller (in particular reimbursement of additional expenses, reasonable compensation, termination) remain unaffected. After fruitless expiration of a reasonable deadline, the Seller is entitled to dispose otherwise of the delivery item and to deliver to the Buyer with an appropriately extended deadline.

#### **§ 6 Warranty**

(1) Unless otherwise stated below, the statutory regulations shall apply as to the Buyer's rights in the case of defects to quality and title (including false or short delivery, incorrect assembly/installation or inadequate instructions). In all cases, the statutory regulations regarding the purchase or consumable goods (§§ 474 et seq. of the German Civil Code) and the Buyer's rights from warranties granted separately especially by the manufacturer will remain unaffected.

(2) According to § 439 German Civil Code, the Seller may, if the shipment is defective, choose whether he wants to remedy the defect or whether he wants to deliver new goods without defects.

(3) Liability for defects is primarily based on the agreement made on the characteristics and the presumed usage of the goods. Product descriptions and manufacturer specifications that form part of an individual contract or which have been made public by the Seller at the time of the conclusion of the contract shall serve as an agreement of characteristics in this respect. If there is no agreement on characteristics, the statutory provisions shall apply to assess whether there is a defect or not.

(4) The Buyer needs to have fulfilled his legal duty to examine the goods and give notice of any defects (§§ 377, 381 German Commercial Law) before asserting any claims. If a defect becomes apparent during the delivery, the examination or at a later point in time, the Seller needs to be informed in writing immediately. If the Buyer fails to make a proper examination or does not give notice of any defects, statutory regulations will exclude the liability for the defect that has not been reported on time or not been reported at all.

(5) The Seller will only assume liability for a defect on used goods if this point has been agreed in writing with the Buyer. This does not apply if the Seller has concealed the defect fraudulently or if he has given a warranty on the goods' characteristics.

#### **§ 7 Statute of limitations**

(1) Limitation period is one year if warranty claims are concerned. In the event of a delivery recourse, the limitation period remains unaffected.

(2) However, the statutory periods of limitation shall always apply in case of damages and compensation for wilful intent, gross negligence, warranty, fraudulent intent as well as for injuries to life, body and health and for claims based on the product liability act and recourse claims of the Buyer according to § 478 German Civil Code.

(3) The periods of limitation of the sales law also apply for the contractual and non-contractual damage claims of the Buyer that are based on the goods' defect unless the application of the regular limitation period would lead to a shorter limitation period in individual cases.

#### **§ 8 Impossibility and inability**

(1) The Buyer may cancel the contract if the Seller is definitely unable to render complete performance before the transfer of the risk. The same shall apply if the Seller is permanently unable to render performance.

(2) If the impossibility occurs during the default of acceptance or through the Buyer's fault, the latter shall remain obliged to effect payment.

#### **§ 9 Retention of title**

(1) The delivered objects (goods subject to the reservation of title) shall remain the property of the Seller until all its claims against the Buyer under the contractual relationship have been fulfilled. As far as the total value of all the securities to which the Seller is entitled exceeds the total amount of all secured claims by more than 20%, then on demand of the Buyer the Seller shall release a corresponding part of such securities; the Seller shall have the choice of release between different securities.

(2) Goods subject to retention of title shall not be pledged or assigned for security purposes by the Buyer. In case of seizures confiscations or other third-party dispositions, the Buyer needs to inform the Seller immediately. If a justified interest is substantiated, the Buyer must immediately provide the Seller with the information required to assert his rights against the buyer and hand over the necessary documents.

(3) The goods may only be resold by distributors within the usual course of business and subject to the provision that the distributor is paid by his customer or makes the reservation that the property will pass to the customer only after the latter has fulfilled his obligations to pay.

(4) If goods subject to reservation of title are resold by the Buyer, he assigns hereby to the Supplier all his future claims arising from the resale to his customers including any ancillary rights - and including the settlement of any outstanding balances - by way of security without the need for any further special declarations. If the goods subject to reservation of title are further sold together with other objects and no separate price is agreed for the goods subject to retention of title, the Buyer shall assign to the Seller that part of the total price corresponding to the price of the goods subject to retention of title invoiced by the Seller.

(5) The Buyer is entitled to process the goods subject to retention of title or to combine or mix them with other objects.

a) The reservation of title applies to the full value of the goods that arise from the processing, combination and mixture of the original goods. The Seller shall be deemed to be the manufacturer of such goods. The Buyer shall handle the new product thereby created for the Seller with the care of an ordinary merchant. The new product shall be deemed to be merchandise subject to retention of title.

b) The Seller and the Buyer agree already now that upon combination or mixture with other goods not belonging to the Seller the latter shall have the co-ownership in the new product to the amount resulting from the ratio of the value of the combined or mixed merchandise subject to retention of title to the value of the remaining merchandise at the time of combining or mixing it. In so far, the new product shall be deemed to be merchandise subject to retention of title.

c) The provision concerning the assignment of claims according to paragraph 3 shall also apply to the new product. However, the assignment shall apply only to the amount corresponding to the value of the processed, combined or mixed merchandise subject to retention of title and invoiced by the Seller (i.e. amount of potential joint ownership portion).

d) If the Buyer combines the goods subject to retention of title with movable or immovable property, he shall assign his claim payable to it as remuneration for the combination including any ancillary rights to the Seller by way of security to the amount of the ratio of the value of the combined reserved merchandise to the remaining combined merchandise at the time of combining them without the need for any further special declarations.

(6) Until further notice, the Buyer shall be entitled to collect assigned claims from resale. If there is good cause, and in particular in the event of a default in payment, suspension of payments, insolvency proceedings being opened, a protest being made in respect of a bill of exchange or well-founded evidence of over-indebtedness or an imminent inability to pay on the part of the Buyer, then the Seller shall be entitled to revoke the Buyer's collection powers. Moreover, the Seller may disclose the security assignment after prior warning and, observing a reasonable period of notice, realize the assigned claims and demand that the Buyer discloses the assignment to his customer.

(7) If the Buyer violates any of his obligations, including, but not limited to, default in payment, the Seller may, after expiration of a reasonable deadline for performance set to the Buyer by the Seller, take back the goods or withdraw from the contract. He may also demand the return of the goods subject to retention of title. The statutory regulations on the dispensability of setting deadlines remain unaffected. The Buyer is obliged to return the goods. Taking back the goods or exercising the right of retention of title or seizing the goods subject to reservation of title by the Seller does not imply withdrawal from the contract, except if expressly stated by the Seller. If the Buyer does not pay the purchase price due, the Seller may only assert these claims if he set the Buyer a reasonable deadline beforehand or if such a deadline can be dispensed with according to the statutory regulations.

(8) Upon the Buyer's request, the Seller may insure the delivery. The respective insurance costs must be borne by the Buyer.

## **§ 10 Constructional changes**

The Seller reserves the right to make constructional changes at any time; he shall not be obliged, however, to make such changes also on products already delivered.

## **§ 11 Liability**

(1) Unless otherwise provided in these General Terms and Conditions of Sale including the provisions below, the Seller shall be liable for any breach of contractual and extra-contractual provisions according to the relevant statutory regulations.

(2) In the event of wilful intent and gross negligence, the Seller shall be liable to pay damages irrespective of the legal basis. This includes wilful intent and gross negligence exerted by the Seller's representative or his vicarious agent.

In the case of simple negligence and subject to legal liability limitations (e.g. diligence with his own affairs, insignificant breach of duty), the Seller shall only be liable for damage to life, body and health and for damage due to the violation of a material contractual duty (i.e. an obligation the fulfilment of which is indispensable for the outcome of the contract and the observance of which the contractual partner can expect and rely on). In the latter case, however, the Seller's liability shall be limited to compensation of the typical foreseeable damage.

(3) The restrictions of liability stipulated in paragraph 2 shall not apply insofar as the Seller has fraudulently concealed a defect or assumed warranty for the quality of the goods. The same shall apply to claims of the Buyer under the Product Liability Act.

(4) If a breach of an obligation does not constitute a defect, the Buyer may withdraw from or terminate the contract only if the Seller is responsible for the breach of the obligation. An unrestricted right of termination on the part of the Buyer (in particular as stipulated in articles 651, 649 German Civil Code) is excluded. In all other respects, the statutory requirements and legal consequences shall be applicable.

#### **§ 12 Secrecy and data protection**

(1) The contracting parties undertake to treat all materials made available or disclosed to them by the other contracting party prior to or during the execution of the contract (e.g. Drawings, documents, models, information) which are legally protected or contain business or trade secrets or are designated as confidential, as confidential also after termination of the contract unless they are part of the public knowledge without violation of the obligation to observe secrecy. The contracting parties shall keep and secure this material such that access by any third party is ruled out. Reproduction of such material is permitted only for business purposes and in compliance with copyright law.

(2) The Buyer shall make this material available solely to those staff members or other third parties who require access to it in order to execute their official responsibilities. He shall instruct these persons regarding the confidentiality of the materials in question.

(3) The Seller shall observe the data protection regulations in processing the Buyer's data required for business purposes.

#### **§ 13 Assignment**

The Seller shall be entitled to assign his rights under the contractual relationship with the Buyer. The Buyer may assign his rights under the contractual relationship with the Seller only with the latter's consent.

#### **§ 14 Use of software**

(1) In as far as software is included in the delivery, the Buyer is granted a non-exclusive right to use the delivered software and its documentations. It is made available for use on the delivered item intended for that purpose. The use of the software on another system is not permitted.

(2) The buyer may reproduce, revise and translate the software or convert it from object code to source code only to the legally permitted extent (article 69 a ff. German Copyright Act (UrhG). The Buyer undertakes not to remove manufacturer information - in particular references to copyright - or modify it without the explicit prior consent of the Seller.

(3) All other rights to the software and documentations including any copies shall remain with the Seller and the software supplier respectively. The granting of sub-licences is not permitted.

#### **§15 Applicable law, place of jurisdiction and place of performance**

(1) If the Buyer is a merchant, a legal entity under public law or a special fund under public law, Stegen in Germany shall be the place of performance and exclusive place of jurisdiction for domestic and international deliveries and payments as well as for any disputes arising between the parties. Preferential statutory regulations, especially rules of exclusive jurisdiction, shall remain unaffected.

(2) The relations between the contractual parties shall be governed by the law of the Federal Republic of Germany exclusively excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 1980.

**§16 Safeguard clause**

Should any of the provisions of these General Terms and Conditions of Sale be invalid or unenforceable or become invalid or unenforceable later in whole or in part, the validity of the remaining provisions shall not be in any way affected or impaired. The same shall apply if it is found that these General Terms and Conditions of Sale contain gaps. In such a case, the parties undertake to replace the invalid, impracticable or missing provision by such provision the effect of which will approximate best the meaning and purpose to be achieved by these General Terms and Conditions of Sale or the will of the parties. The above provision shall also apply, if the invalidity of a provision is a consequence of a performance or time specification; a legally permissible measurement of performance or time which comes closest to the intended purpose shall then be deemed agreed.