

URACA General Terms and Conditions

Issue 05/2022

1. Validity and Conclusion of the Contract

- 1.1. These General Terms and Conditions shall apply for all our – also future – contracts and any deliveries performed by us in the industrial field (for entrepreneurs and companies). We shall not recognize terms and conditions of the Purchaser which contradict or deviate from these General Terms and Conditions unless we had expressly agreed to their validity in writing. Our General Terms and Conditions shall also apply if we perform the delivery without reservations, knowing of terms and conditions of the Purchaser which contradict or deviate from our General Terms and Conditions.
- 1.2. Amendments or additions to these General Terms and Conditions as well as waiving the statutory written form shall be required in writing.
- 1.3. Our offers are not binding. Documents and information such as illustrations, drawings, weight and measurement details submitted by us, prior to conclusion of contract shall only be descriptive. They shall not be binding unless their binding nature has been expressly confirmed in the appropriate part of the contract. Binding documents shall be created as required within the framework of order processing.
- 1.4. Our written confirmation shall be binding. The goods shall be subject to modifications caused by further technical development if such modifications are reasonable and acceptable to the Purchaser.
- 1.5. Supplementary agreements and amendments shall only be binding after our written confirmation.
- 1.6. If required licenses, approvals or letters of credit cannot be procured by the Purchaser within a period of three months after conclusion of the contract, we shall be entitled to terminate the contract.
- 1.7. Any delivery is subject to the proviso that there are no obstacles to their fulfillment due to national and international regulations, in particular export control regulations as well as embargo or other sanctions.
- 1.8. We reserve our property and copyright rights to all information and submitted documents (e.g. samples, estimates, drawings, documentation) – also in electronic form. They shall not be made accessible to third parties without our prior consent in writing.
- 1.9. The written form may be replaced by fax or email.
- 1.10. The minimum order value is EUR 50.00 (in Words: fifty Euro).
- 1.11. For assembly work, repairs, commissioning or any other services Section 13 shall also apply.
- 1.12. The Incoterms® in force at the formation of the contract shall apply.

2. Prices and Terms of Payment

- 2.1. The prices shall apply, unless otherwise agreed in writing, “Ex Works” EXW Bad Urach, Germany (Incoterms®), including loading at works, excluding, however, packing and loading. The prices are exclusive of any applicable sales or value added tax (VAT), import or export taxes, customs or similar taxes or duties which Purchaser shall be liable to bear.
 - 2.1.1. For deliveries within the European Union the Purchaser shall prove his exemption from VAT by advising us of his VAT identification number well in advance of the delivery date agreed in the

contract. If the Purchaser fails to advise us on time and completely or in case of invalid VAT identification number, we shall be entitled to charge VAT at the rate that is valid during the time of failure to advise.

- 2.1.2. With orders from outside the European Union we are entitled to charge the VAT later unless the Purchaser sends us valid proof of export within a month after the respective shipping.
- 2.2. Increases in material costs and human resources costs which arise between the conclusion of the contract and delivery may be charged to the Purchaser. This stipulation does not apply for goods and deliveries which are to be delivered or performed within 4 months after conclusion of contract unless they are delivered and performed within the framework of a continuous obligation.
- 2.3. Estimates shall only be binding if submitted in writing.
- 2.4. Unless otherwise agreed, the Purchaser shall make payment as follows:

Value of order up to EUR 25,000.00
100 % after performance or notification of readiness to deliver/accept,

Value of order more than EUR 25,000.00
30 % down payment with placement of order against invoice,
30 % after half of the delivery time against deposit invoice,
40 % after delivery within 30 days net after date of invoice
- 2.5. Payments shall be made immediately without any deduction to one of our accounts.
- 2.6. The payments shall be made, unless otherwise agreed in writing, in Euros.
- 2.7. If goods are delivered abroad, we shall reserve the right to request the opening of an irrevocable letter of credit in our favor, confirmed by a German bank, payable at sight against shipping documents.
- 2.8. The prices in the offer shall apply only if the full scope of the offered services and goods is ordered.
- 2.9. If the Purchaser fails to pay by the stipulated date, we shall be entitled to charge interest from the day on which payment was due and to compensation for recovery costs.
- 2.10. If the Purchaser is in delay with payment or if his creditworthiness deteriorates subsequent to the conclusion of the contract, all debts shall immediately be due for payment in cash. Further, we shall in this case be entitled to demand advance payment or provision of security and after an appropriate period has unfruitful elapsed, to terminate the contract and, in addition to the interest and compensation for recovery costs according to Section 2.9, to claim compensation for the loss incurred.
- 2.11. Counterclaims refuted by us or not legally upheld shall not entitle the Purchaser to retention of the property or to a set-off claim. This shall not apply to the rights to refuse performance from the same contract.

3. Delivery, Passing of Risk, Acceptance

- 3.1. We reserve the right to execute reasonably acceptable partial shipments.
- 3.2. Unless otherwise agreed in writing, delivery shall be "Free Carrier" FCA Sirchinger Straße 15, Bad Urach, Germany (Incoterms®), but unpacked.
- 3.3. In the case of delivery FCA and we are request by the Purchaser to undertake to send the goods to its destination, the risk shall pass not later than when the goods are handed over to the first carrier.

- 3.4. The arrangements for the passing of risk shall also apply if partial shipments are executed or further shipments are to be executed by us.
- 3.5. If delivery or acceptance is delayed or does not take place due to reasons beyond our control, the risk shall pass to the Purchaser as of the day of notification of readiness to deliver or readiness to take delivery. Nevertheless, Purchaser shall pay any part of the purchase price which becomes due at the time for delivery, as if delivery had taken place at the time for delivery. We shall, if the Purchaser so requires, insure the goods at Purchaser's expense.
- 3.6. The Purchaser may not refuse to take delivery if there are minor defects and deviations in quantities without prejudice to his rights set out in Section 8.
- 3.7. We may by notice in writing require the Purchaser to accept the delivery within a final reasonable period. If, for any reason the Purchaser fails to accept delivery within such period, we may by notice in writing terminate the contract in whole or in part. We shall then be entitled for compensation of any loss suffered by reason of the Purchaser's fault.

4. Retention of Title

- 4.1. Ownership of the goods delivered shall not be transferred to the Purchaser until they have been completely paid for. If the validity of the reservation of ownership in the country of destination is linked to special conditions or special formal regulations, the Purchaser shall assist us in taking any measures necessary to protect our title to the goods. We reserve the right to insure the goods at the Purchaser's expense against theft, breakage, fire, water and any other damage unless the Purchaser can demonstrate that he has taken out the insurance himself.
- 4.2. The Purchaser shall not mortgage, sell, or transfer for security the goods prior to the transfer of ownership. In the case of seizures or confiscation or any other dispositions by third parties, the Purchaser shall indicate our ownership and notify us immediately.
- 4.3. If the Purchaser is in breach of contract, particularly if payment is delayed, we shall be entitled to terminate the contract and the Purchaser shall be obliged to return the goods delivered. We shall be entitled to claim compensation for the loss incurred.
- 4.4. The retention of title shall not affect the passing of risk under Section 3.
- 4.5. If the Purchaser's head office is in the Federal Republic of Germany, the following conditions shall apply additionally:
 - 4.5.1. Deviating from Section 4.1, we shall reserve the right of ownership of the delivered goods until all our claims against the Purchaser in the current business relationship have been satisfied.
 - 4.5.2. Deviating from Section 4.2, the Purchaser shall be entitled under the following conditions to resell or use delivered goods which are subject to retention of title in the ordinary course of business as follows: He shall resell the delivered items under right of ownership if the delivered items are not immediately paid for in full by the third party. The right to resell ends if there is a delay in payment on the part of the Purchaser.

On conclusion of the contract the Purchaser shall transfer any debts which arise from a resale or for any other legal reason to us. If joint ownership arises, the transfer shall only include the share of the debt in proportion to our joint ownership.
 - 4.5.3. The Purchaser shall remain empowered to collect the debts transferred to us even after the transfer for as long as it takes him to fulfil his payment obligations to us as laid down in the contract. We may demand at any time that the Purchaser makes known to us the transferred debts and their debtors. In such cases the Purchaser shall notify us of all the information required for collection, hand over the necessary documents and inform the debtor of the transfer.

- 4.5.4. The processing of conditional goods shall be undertaken by the Purchaser constantly for us. If the conditional item is mixed, combined, connected or processed with other objects which are not our property, we shall acquire (joint) ownership of the new item in proportion to the invoice value of the conditional item to the other processed objects at the time of processing.
If our goods are mixed, combined, connected or processed with other moveable objects to form a unified item and if the other item is regarded as the main article, it shall be agreed that the Purchaser shall transfer a share of the ownership if the main article belongs to him.
The Purchaser shall maintain ownership or joint ownership for us. Furthermore, the same shall apply for the item created by mixing, combining, connecting or processing as for the conditional goods.
- 4.5.5. We undertake to release the securities to which we are entitled insofar as their invoice value does not exceed only temporarily our still unsettled (remaining) debts by more than 15 %.

5. Time of Delivery

- 5.1. Adherence to the agreed time of delivery assumes that all commercial and technical issues between us and the Purchaser have been clarified and that the Purchaser has fulfilled all his obligations. If this is not the case, the time of delivery shall be extended by us. This shall not apply if the delay has been caused by us.
- 5.2. Adherence to the time of delivery shall be subject to the conditions of timely and correct delivery by our suppliers. We shall advise of any delays that may become apparent.
- 5.3. The time of delivery has been met if, by the time of its expiry, we have informed the Purchaser of the readiness to deliver. If acceptance has to take place, the date of acceptance shall be decisive, alternatively the date of our notification of readiness for delivery.
- 5.4. Times for delivery shall further be extended in cases of force majeure; such as but not limited to: fire, war (declared or not), riot, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, industrial disputes, strikes, lockouts, political unrest, obstructions to transport, actions by authorities, quarantine, pandemic, epidemic, natural disasters, extreme natural events, terrorist acts etc. and the occurrence of unforeseen difficulties as well as defects or delays in deliveries by our sub-suppliers caused by any such circumstances referred to in this Clause; by the duration of the occurrences plus an appropriate preparation time.
- 5.5. If the delivery or acceptance of the goods delivered is delayed for reasons attributable to the Purchaser, after one month the costs that arise due to the delay may be charged to the Purchaser. We reserve the right to claim for further compensation.
- 5.6. We may, after an appropriate time limit for delivery or acceptance has elapsed unfruitful to dispose of the goods and to supply the Purchaser in a reasonably extended period of time.

6. Delays in Delivery, Impossibility of Delivery, Liquidated Damages

- 6.1. The Purchaser may terminate the contract without fixing a time limit if performance of the whole delivery prior to the passing of risk becomes impossible for us. Furthermore, the Purchaser may terminate the contract if performance of a part of the delivery becomes impossible and he has a reasonable interest in rejecting the partial shipment.
If this is not the case, the Purchaser shall pay the contract price payable for the partial shipment. The same shall apply in the event of inability on our side. Moreover, Section 10 shall also apply. If impossibility occurs during the delay in acceptance or through the fault of the Purchaser, he shall be obliged to consideration.

- 6.2. If neither of the contracting parties is responsible for impossibility, we shall be entitled to claim a part of the remuneration appropriate to the work and services performed by us.
- 6.3. In case the delivery is delayed for reasons exclusively attributable to us and Purchaser suffered damages by this, Purchaser shall be entitled to liquidated damages for delay. These liquidated damages for delay shall be for each full week of the delay 0.5 percent, but a maximum of 5 percent of the value of the part of the whole delivery which due to the delay cannot be used in time or not as stipulated in the contract.
- 6.4. The Purchaser shall be entitled within the framework of the legal regulations to terminate the contract if – taking into account any legal exceptions – a reasonable time limit has passed unsuccessfully.
- 6.5. Further claims resulting from delay in delivery are defined exclusively in accordance with Section 10.

7. Acceptance

- 7.1. The risk shall pass to the Purchaser when the goods have left the factory and even in case of partial shipments or additional services by us e. g. transportation and shipping or delivery and assembly. If acceptance has to take place, risk shall pass to Purchaser with acceptance. Acceptance must be carried out without delay on the date of acceptance, alternatively after our notification of readiness for delivery. The Purchaser may not refuse acceptance due to minor defects.
- 7.2. The Purchaser shall only be entitled to refuse acceptance in case of major defects which eliminates or substantially diminishes the usual and/or contractually defined use of the item and/or its value. In case of minor defects, acceptance shall take place with the proviso that the defects will be removed.
- 7.3. Refusals of acceptance or reservations against acceptance must be immediately noted in writing with details and a description of the claimed defect.
- 7.4. Use of the goods by the Purchaser for production purposes shall be deemed as acceptance.

8. Liability for Defects

- 8.1. Pursuant to the provisions of Section 10, we shall be liable for defects resulting from faulty design, material and workmanship under the following conditions:
 - 8.1.1 In case we have agreed with the Purchaser on the quality and condition of the goods, objective requirements for the goods shall not apply.
 - 8.1.2. All the parts, which as a consequence of a circumstance prior to the transfer of risk turn out to be defective, are at our sole discretion to be repaired or replaced at our expenses. The Purchaser shall immediately notify us in writing of the defects including details and a description of the defect. We reserve the property rights to any parts replaced in substitute servicing.
 - 8.1.3. The Purchaser, after conferring with us, shall grant us the time and opportunity we require to carry out any improvements which appear necessary to us and to deliver spare parts, otherwise we shall be exempt from liability for any consequences arising from this.
Only in urgent cases of risk to operating safety or to prevent excessively great damage, of which we are to be informed immediately, shall the Purchaser be entitled to remove the defect himself or to have it removed by a third party and to be reimbursed for the reasonable costs incurred.
 - 8.1.4. In case of a valid claim, we shall bear the costs necessary to remedy the defect, insofar as this does not give rise to a disproportionate burden. In case the delivered object has been relocated by the Purchase to another place than the place of performance, any additional costs incurred shall be borne by the

Purchaser. When selling a newly manufactured good, we shall reimburse, as required by law, the expenses incurred by the Purchaser in the scope of claims for recourse in the supply chain. In cases in which partial blame for the defects lies with the Purchaser, particularly due to his not fulfilling his obligation to avoid and/or diminish damage, we shall, after redelivery, have a claim for compensation commensurate with the partial blame of the Purchaser.

- 8.1.5. With claims for defects by the Purchaser it is assumed that he has fulfilled his obligations to examination, testing and giving notice of defects in a proper manner.
- 8.1.6. Claims for defects do not arise as a consequence of causes which are not our fault, for example: Natural wear and tear, cavitation, freezing, corrosion, excessive use, incorrectly executed operations or repair work on the part of the Purchaser or third parties, incomplete or inaccurate information from the Purchaser, unsuitable or incorrect use, incorrect operating, assembly or commissioning, incorrect or careless handling, improper maintenance, use of unsuitable operating materials/substitutes, faulty building work, unsuitable building ground, damaging environmental conditions unknown to us, chemical, electro-chemical, or electrical influences, alterations carried out on the delivered object without our authorization.
- 8.1.7. If an appropriate time limit fixed for us for repair or redelivery because of a defect passes unsuccessfully, the Purchaser shall – taking into account the legal exceptions – have the right to terminate the contract.
If there is only a minor defect, the Purchaser shall only have the right to reduce the price laid down in the contract. The right to reduce the price in the contract is otherwise excluded.
- 8.1.8. If the Purchaser or a third party carries out improvements incorrectly, we shall bear no responsibility for the consequences resulting from this. The same shall apply for modifications executed on the goods without the prior authorization of us.
- 8.1.9. Section 13.12 instead of Section 8.1.8 shall apply for assemblies, repairs, commissioning and any other services.
- 8.1.10. If use of the goods within the periods mentioned in Section 9 leads to infringement of German property rights or copyright, we shall as a rule procure the Purchaser the right to continue to use or to modify the delivered object in such a way that the property rights or copyright infringement will no longer exist. If this is not possible under commercially reasonable conditions or within an appropriate period, the Parties shall be entitled to terminate the contract.
Within the fixed time limits we shall hold harmless the Purchaser from disputed or legally established claims by the owner of the property rights or copyright concerned.
- 8.1.11. Our obligations mentioned in Section 8.1.10 are, subject to Section 10, conclusive for cases of infringement of property rights or copyright.
- 8.1.12. Any claim for cure due to infringement of property rights or copyright according to Section 8.1.10 shall only apply if:
 - The Purchaser notifies us without delay in writing indicating and describing the asserted infringements of property and copyright law,
 - The Purchaser supports us in all relevant points in our defense against the asserted claims and/or makes allows us to perform the modifications according to Section 8.1.10,
 - Any defense measures including out-of-court settlements remain reserved for us,
 - The infringement of property or copyright law is not based upon an instruction or specification of the Purchaser,
 - The infringement of property or copyright law was not caused by the Purchaser altering the goods without our authorization or using it in a way not in conformity with the contract.
- 8.2. Any further claims for defects (especially for compensation for damage which did not arise on the delivered object itself) are defined exclusively in Section 10.

9. Limitation Periods

- 9.1. Claims for defects by the Purchaser shall end 12 months after commissioning, at the latest, however, 15 months after delivery, or, if shipping is delayed for reasons for which we are not responsible, 18 months at the latest after notification of readiness to deliver or to take delivery. Spare parts which were replaced in the context of warranty do not extend the original limitation period in any way.
- 9.2. For claims for damages arising from culpable harm of life, body or health; gross negligence, willful intent or malicious behavior; as well as according to the German Product Liability Act, the legal limitation periods shall apply. Any claims for damages resulting from breach of fundamental conditions of the contract as well as from guarantees shall become statute-barred in 12 months; this shall also apply to the limitation period of recourse claims in the supply chain pursuant to § 445b para. 1 BGB (German Civil Code). The suspension of expiry under § 445b para. 2 BGB shall remain unaffected; it shall end no later than 5 years after the date on which the supplier delivered the product to the Seller. These provisions on the limitation of expiry claims and on the suspension of expiry shall not apply if the last contract in the supply chain is for a sale of consumer goods. They shall also apply to defects of a building or to delivery items which have been used for a building in accordance with their customary use and have caused its defectiveness.
- 9.3. The beginning of the term of limitation shall be defined, except in cases of Section 9.1, according to German law.

10. Limitation of Liability

- 10.1. We shall only be liable (also in the eventuality of damage due to violations against obligations during contractual negotiations or culpable violation of other contractual secondary obligations) for damages which did not occur on the delivered object itself – regardless of the legal reason whatsoever - in case there has been:
 - Willful intent and gross negligence,
 - Culpable harm or injury to life, body or health,
 - Defects which we have been fraudulently concealed or whose absence we have guaranteed,
 - Defects of the delivered object if there is liability according to the German Product Liability Act for personal or property damage on privately used objects.

In the case of negligent breach of a fundamental condition of the contract we shall also be liable if there has been slight negligence, but limited to the reasonable foreseeable damage which is intrinsic to the contract.

Any further claims shall be excluded.

- 10.2. Our liability for the destruction of data shall be limited to the expenditure which would be necessary for its reconstruction if these data had been properly secured by the Purchaser. Any further liability is subject to Section 10.1.
- 10.3. We shall not be liable for the consequences of defects for which according to Section 8.1.5 no claims for defects arise.

11. Insurance Contract Claims

If we as co-insured party with regard to the goods have direct claims against the insurer of the Purchaser, the Purchaser shall herewith give us his consent to our asserting these claims.

12. Software

- 12.1. The Purchaser shall receive on a permanent basis the simple, non-exclusive right to use our software products as well as the relevant documentation. The allocation of sub-licenses shall not be permissible. The software shall be provided for use on the delivered goods for which it is intended. Use of the software in more than one system shall be prohibited.
- 12.2. We shall in no way be obliged to hand over the source codes on which the software product is based.
- 12.3. The Purchaser may only use our software products within the legally permissible scope. The Purchaser may neither remove nor alter without our prior consent in writing the manufacturer's data – especially copyright notes.
- 12.4. Any other rights to software and documentation including copies shall remain with us or the software supplier.

13. Commissioning, Assembly, Repairs and other Services

For commissioning, assembly, repairs and other services the following agreements and, additionally, our **“URACA Terms for Assembly”** and **“URACA Terms for Repairs”** shall apply.

- 13.1. The Purchaser shall inform our personnel at his expense of existing safety regulations and hazards and take all the necessary precautions for the protection of persons and property at the workplace.
- 13.2. The Purchaser shall support at his expense and to the required extent our personnel in the execution of the work and provide the required assistance, for example, prepare the building site, provide tools and lifting equipment, provide water and electricity, etc.
- 13.3. The Purchaser guarantees that our work and services can begin immediately after our personnel's arrival and can be executed without delay until acceptance.
- 13.4. If the Purchaser does not fulfil his obligations, we shall be entitled, but not obliged, to carry out the work which is the Purchaser's responsibility in his place and at his expense.
- 13.5. If a piece of work cannot be carried out for reasons for which we bear no responsibility, work we have already carried out as well as the expense involved shall be compensated by the Purchaser.
- 13.6. Only deadlines confirmed by us in writing shall be binding.
- 13.7. Parts replaced in substitute servicing shall become our property.
- 13.8. Additional charges shall be made for work and services performed outside of normal working hours. Travelling and waiting times shall be regarded as working time.
- 13.9. If the goods to be repaired are not delivered by us, the Purchaser shall point out any existing industrial property rights regarding the goods; unless we are at fault, the Purchaser shall exempt us from any possible claims by third parties regarding property rights.
- 13.10. In case of accidental destruction or accidental deterioration of the work or services performed by us before acceptance through no fault of us, the Purchaser shall refund us the price minus the saved expenditure.
- 13.11. Acceptance tests agreed in the contract shall, unless otherwise agreed, take place at our works and in accordance with the customary trade practices applicable to us, though we shall only bear the costs incurred by us. The costs incurred by the Purchaser, e.g. attending the test, shall be borne by the Purchaser himself.

14. General

- 14.1. The Purchaser shall bear and if necessary refund to us any taxes, fees, duties and charges in connection with the delivery outside the Federal Republic of Germany.
- 14.2. We collect, store and use personal data exclusively in accordance with the provisions of the German Data Protection Act and the European General Data Protection Regulation. Forwarding to third parties only takes place if this is necessary to fulfill the contractual obligations or for legal reasons. We store personal data as long as necessary or until the expiry of a longer retention period prescribed by law
- 14.3. We shall not refund any transportation costs for returned packaging. Purchaser shall dispose any waste material at its sole responsibility and cost in the meaning of § 7 (1) / § 15 (1) VerpackG (German Packaging Act).
- 14.4. The Purchaser shall acquire at his expense the permits and/or import papers required for his use of the products on time.
- 14.5. The place of performance and fulfilment of obligations by the Purchaser shall be the head office of our company.
- 14.6. Should any provision of these conditions or of the contract be or become completely or partly invalid, this shall not affect the remaining conditions.
- 14.7. These “URACA General Terms and Conditions” are a translation of the original “URACA Allgemeine Liefer- und Zahlungsbedingungen”. In case of any differences between the German and the English version, the German version shall have binding force.

15. Applicable Law, Place of Jurisdiction

- 15.1. If the Purchaser’s head office is in the Federal Republic of Germany, the place of jurisdiction shall be our head office. We reserve the right to file an action at the legal place of jurisdiction of the Purchaser.
- 15.2. If the Purchaser’s head office is outside of the Federal Republic of Germany, all disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules. Arbitration shall take place in Stuttgart, Germany. The language of the arbitration shall be English. The collaboration of our insurer in accordance with the instruments of collaboration in the due process of law shall be possible.
- 15.3. The contract shall be governed and construed according to the laws of the Federal Republic of Germany without regards to its conflict of law principles. The United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply.