



## WinSoCon – General Terms and Conditions

### 1. General conditions

1.1 (Scope) These General Terms and Conditions are only intended for use in business with entrepreneurs.

1.2 (Conflicting conditions, written form, subsidiary agreements) These terms and conditions apply to the contract; other conditions do not become part of the contract, even if we do not expressly contradict them. The customer can only invoke ancillary agreements prior to and upon conclusion of the contract with immediate written confirmation from.

1.3 (Subject to change, data acquisition) Our offers are non-binding; We reserve the right to make technical improvements to our products. We may store and process contract information in data processing systems.

1.4 (Offsetting, retention) Offsetting or retention by the customer is only permitted with undisputed or legally established counterclaims.

1.5 (Place of performance, Court of jurisdiction, governing law) Place of performance is our works in D –97877 Wertheim. For all disputes arising out of the contract the courts of jurisdiction shall be D- 97877 Wertheim / D- 74821 Mosbach as competent courts of our registered office. The contract shall be construed and interpreted in accordance with the laws of the Federal Republic of Germany with exception of the 'UN Convention on the International Sale of Goods' (CISG). The language of the contract is German, if the customer needs also an English version is possible (potentially with additional translating costs for the customer).

### 2. Delivery and risk

2.1 Place of performance for delivery is our works. The risk shall be transferred to the customer when the goods leave our company. This shall apply also when we have agreed to provide additional services such as freight forwarding, packing, exportation. Incoterms 2020 apply.

2.2 The customer shall bear all packing, transport and insurance costs to the place of delivery unless otherwise agreed.



### 3. Delivery period, delay

3.1 Delivery times are ex works. They only begin after clarification of the technical questions still open at the conclusion of the contract, after approval by the customer such as drawings and permits and / or after advance payments to be made and production approvals. Proper and timely self-deliveries are reserved. We will inform the customer immediately about the unavailability of the delivery item.

3.2 Force majeure, as well as strikes for which we are not responsible, lockouts, operational disruptions, pandemics (in general, plant closures caused by official orders) as well as supply deficiencies and / or delayed / omitted delivery by sub-suppliers extend the delivery times by the resulting delay time. The same applies in the case of additional or changed services requested by the customer.

3.3 Our default in delivery always requires a reminder from the customer with a reasonable grace period.

3.4 In the event of damage caused by delay, we limit our liability for damages in addition to the service to 5% and for damages instead of the service to 10% of the value of our delivery / service. The limitation does not apply in the event of willful intent, gross negligence and / or injury to life, limb or health.

### 4. Conditions of payment

4.1 Prices quoted shall be EXW (ex-works). If applicable, VAT will be added. We may raise prices in accordance with § 315 BGB (German law) in proportion to cost increases (including tax increases) if a period of more than four months lies between conclusion of contract and delivery.

4.2. Invoices are due immediately without deduction to our account in the Federal Republic of Germany, in EURO (€). We shall accept bills of exchange or checks only on account of performance and only at the customer's expense.

4.3 In case of any delays in payment or if we have reason to believe that there could be failure of the customer to fulfil his paying obligation, we reserve the right to require payment in advance or the provision of security.

### 5. Reservation of proprietary rights

5.1 The delivery goods remain our property until they have been paid for in full and without restriction. If we have further claims against the customer, the retention of title remains until they have been paid.



5.2 The customer may resell goods subject to retention of title – in the ordinary course of business – only if he has not assigned, pledged or otherwise encumbered his claims from the resale.

5.3 The customer may not combine reserved goods with other items to which third parties have rights. If the goods subject to retention of title nevertheless become part of a new (overall) item through combination with other items, we shall immediately become co-owners of these, even if they are to be regarded as the main item. Our co-ownership rate is based on the ratio of the invoice value of the reserved goods to the value of the new item at the time of connection.

5.4 The customer assigns to us the claims against his customers from the sale of goods subject to retention of title (Section 5.1) and / or newly formed items (Section 5.3) in the amount of our invoice for the goods subject to retention of title as security in advance. As long as the customer is not in default of payment for the reserved goods, he can collect the assigned claims in the ordinary course of business. However, he may only use the pro-rata proceeds to pay for the reserved goods to us.

5.5 In the event of default, we are entitled to withdraw from the contract and / or, even without withdrawing from the contract, to demand any retained goods from the customer and to collect the assigned claims ourselves. To determine our rights, we can have a person who is bound to professional secrecy inspect all of the customer's documents / books relating to our reservation rights.

## 6. Liability for defects

6.1 We are liable for the fact that our delivery goods / services are free of defects upon transfer of risk. However, insignificant deviations from the agreed quality or insignificant impairment of usability are irrelevant. The owed quality, durability and use of our delivery goods / services are based exclusively on the specification, product description and / or operating instructions agreed and approved in writing. Any further information, in particular in preliminary discussions, advertising and / or referenced industrial standards, will only become part of the contract if expressly included in writing. If the customer wishes to use the delivery goods for purposes other than those agreed, he must carefully check the suitability for this and / or the admissibility at his own responsibility. We exclude liability for usability that we have not expressly confirmed in writing.

6.2 Supplementary performance is, at our discretion, the removal of defects or delivery of defect-free goods / provision of a defect-free service. In the event of refusal, impos-



sibility or failure of the supplementary performance, the customer has the right to reduce the price or - if it is not a construction work - to withdraw from the contract at his option. The customer bears any increased expenses for subsequent performance, which arise from the fact that the delivery goods have been moved to a location other than the agreed place of performance after delivery.

6.3 The customer must carefully inspect the delivery goods / service immediately after receipt - also for product safety - and notify obvious defects in writing immediately, hidden defects immediately after discovery. The customer must report any transport damage to the deliverer immediately. In the event of non-compliance with the obligation to inspect and notify, claims for defects by the customer are excluded.

6.4 Furthermore, we are not liable for the consequences of improper handling, use, maintenance and operation of the delivered goods by the customer or his assistants or for normal wear and tear. This applies in particular to the consequences of chemical, electrochemical or electrical influences, as well as violations of our operating instructions.

6.5 Our liability for slight negligence is limited to claims due to injury to life, body and health, to claims from the Product Liability Act and to claims from culpable breach of essential contractual obligations that endanger the purpose of the contract. In addition, our liability for slightly negligent breach of essential contractual obligations is limited to the typically occurring damage that we could foresee when the contract was concluded.

6.6 Claims for defects against us expire within one year after delivery of the goods / acceptance of the service to the customer. The same applies to claims for damages regardless of the legal reason. The limitation of the limitation period does not apply to claims based on fraudulent concealment of a defect, for claims under the product liability Act, as well as for damage resulting from injury to life, limb or health and for other damage based on intent or gross negligence. The limitation periods of §§ 438 Paragraph 1 Clause 1 (defects of title in the case of immovable property), 438 Paragraph 1 No. 2 (buildings, items for buildings), § 479 Paragraph 1 (recourse claims of the entrepreneur) and 634 a Paragraph 1 No. 2 (structures or planning or monitoring services for them) BGB remain unaffected.

6.7 If, during our investigation of a defect reported by the customer or in the course of our repair work, it turns out that the complaint was unjustified, we can demand appropriate remuneration for the investigation and / or repair work.



## 7. Spare parts

If we have an obligation to keep / deliver spare parts, this is limited to a period of 2 years after delivery.

## 8. Industrial proprietary rights, secrecy

8.1 We reserve ownership and all industrial property rights and copyrights for our designs, samples, illustrations, technical documents, cost estimates or offers, even if the customer has assumed the costs for the designs, etc. The customer may only use the constructions etc. in the manner agreed with us. He may not produce the delivery goods himself or have them produced by third parties.

8.2 If we deliver goods according to constructions prescribed by the customer, he is liable to us that their manufacture and delivery do not violate industrial property rights and other rights of third parties. He has to compensate us for all damages resulting from such legal violations.

8.3 The customer must keep secret from third parties anything that is not known to the public that is obtained from the business relationship with us.

effective 08.01.2021