

# Fluitronics GmbH

## Terms and Conditions of Sale and Delivery

Last update: December 2022

### 1. General provisions

If master agreements have been concluded between the parties, these shall take precedence. They are supplemented by these Terms and Conditions of Sale and Delivery wherever no special provisions have been made.

### 2. Conclusion of contract

- 2.1. The Supplier shall in each case submit a purchase offer to the Customer that is specified according to the nature and number of contractual items to be delivered. The Customer confirms and places the orders accordingly. A confirmation/order that is subject to expansions, restrictions or other changes is considered a rejection, combined with a new offer. Electronic transmissions, especially via fax or email, are sufficient to meet the requirement of the written form, as long as a copy of the signed declaration is transmitted. Subsequent amendments to a concluded supply contract are only possible by mutual agreement, with due observance of the written form.
- 2.2. The information, drawings, illustrations, technical data, weights, measures and performance specifications presented in our brochures, catalogues, circulars, advertisements, price lists or the documents belonging to the offer are non-binding unless they have been expressly indicated by FLUITRONICS as binding in the order confirmation.
- 2.3. The product offered is subject to the specifications documented by FLUITRONICS. All information on the use of the product is non-binding. The responsibility for checking the suitability of the product for the application in question lies with the CLIENT or the company that places the product on the market (validation).
- 2.4. FLUITRONICS reserves the right to stop and amend production and make further developments and technical changes to the products distributed or manufactured by FLUITRONICS at any time, insofar as these changes are not of a fundamental nature and the contractual purpose of the delivery is not restricted in a manner that is unreasonable for FLUITRONICS. Changes considered reasonable include, in particular, those which a) are based on a change in the state of the art of science and technology, b) are attributable to new knowledge about material properties, and c) do not significantly change the subject matter of the contract either in appearance or in technical design.
- 2.5. Deviations that are customary in the trade and deviations that occur due to legal regulations or which represent technical improvements, as well as the replacement of components in the delivery with equivalent parts, are permissible insofar as they do not impair usability for the contractually intended purpose.
- 2.6. FLUITRONICS reserves ownership and copyrights to illustrations, drawings, calculations and other documents. This shall also apply to any written documents that have been marked as "confidential". They may not be passed on to third parties without the CLIENT's express written consent.

### 3. Prices and Payment Terms

- 3.1. The deliveries and services are provided at the prices and under the terms of payment contained in the delivery contract/offer or the order confirmation of FLUITRONICS. The prices and payment terms stated therein are binding.
- 3.2. Payments made by the CLIENT by cheque or bill of exchange do not constitute cash payments but are accepted by FLUITRONICS only on account of performance and not in lieu of performance. FLUITRONICS is entitled to revoke the deferral provided in the acceptance of the bill of exchange at any time and to demand immediate payment. FLUITRONICS is not obliged to submit cheques promptly. Payments shall only be regarded as settled when FLUITRONICS is able to draw on the amount owed without any loss. When bills of exchange are accepted, the bank discounts and collection charges are calculated from the due date of the invoice and must be paid immediately in cash.
- 3.3. The deduction of discounts requires a separate written agreement.
- 3.4. Unless otherwise stated in the order confirmation, the purchase price is due for payment without deduction within 30 days of the invoice date. If the CLIENT fails to pay by the due date, the statutory provisions regarding delay in payment shall apply.
- 3.5. The CLIENT is only entitled to offset counterclaims if they are legally established, undisputed or recognised by FLUITRONICS. It is only entitled to exercise a right of set-off or retention if its counterclaim is based on the same contractual relationship.
- 3.6. In the event of justified doubts as to the solvency or creditworthiness of the CLIENT which indicate a significant deterioration of its assets, FLUITRONICS is entitled to make outstanding deliveries only against advance payment or security. Outstanding invoices from already executed deliveries based on the same legal transaction are due for immediate payment and also entitle FLUITRONICS to withhold outstanding deliveries until payment. If the CLIENT does not comply with its payment obligation or the provision of security, FLUITRONICS is entitled, after setting a grace period, to withdraw from the contract and to demand compensation in the form of 20% of the value of the order that will no longer be delivered due to the above reasons. The CLIENT is entitled to provide proof that only minor damage has occurred.

### 4. Customised product design

- 4.1. Customer-specific product developments and adaptations will only be carried out on the basis of specifications previously agreed in writing between FLUITRONICS and the CLIENT.
- 4.2. Sketches, drafts, samples and similar preparatory work undertaken by FLUITRONICS and initiated by the CLIENT shall only become binding after written approval by the CLIENT.
- 4.3. They are subject to a fee, even if no contract is concluded for the delivery of the planned product.
- 4.4. Series delivery will only take place after successful initial sample testing by the CLIENT and subsequent written approval by it.

### 5. Deliveries, delivery deadlines, obstacles to delivery

- 5.1. Agreed delivery dates or dates for the provision of services are non-binding unless expressly stated otherwise in the written order confirmation/delivery schedule/offer/contract.
- 5.2. All deliveries are made ex works. Deliveries and delivery deadlines are always subject to correct and timely delivery to us on the part of our suppliers. Delivery periods begin upon dispatch of the order confirmation, but not before the documents, permits and approvals to be procured by the CLIENT have been provided or before the receipt of any agreed down payment and clarification of all technical questions.
- 5.3. Delivery deadlines and delivery dates refer to the time of handover of the delivery item, hereinafter also referred to as the "Goods" or "Purchased Item", to the shipping agent, carrier or other third party commissioned with its transport or to which its readiness for dispatch has been communicated.

- 5.4. If FLUITRONICS is prevented from fulfilling its obligations due to force majeure or unforeseen events (e.g. operational disruptions of all kinds, difficulties procuring materials or energy, transport delays, strikes, lawful lockouts, a lack of labour, energy or raw materials, difficulties in obtaining necessary official permits or official measures, war, pandemics, epidemics) that affect FLUITRONICS and are not for which FLUITRONICS is responsible, the delivery period shall be extended by the duration of the hindrance and a reasonable start-up time. If delivery becomes impossible or unreasonable for FLUITRONICS due to the hindrance, FLUITRONICS may withdraw from the contract. The CLIENT has the same right if acceptance is no longer reasonable for it due to the delay. In the event of a delay in delivery, the CLIENT may withdraw from the contract once a reasonable grace period has expired without result; in the event that it is not possible for us to deliver on the contract, it shall be entitled to this right even without a grace period. Delay in delivery is equivalent to impossibility to deliver on the contract if the delivery has still not taken place more than three months after the expiry of the delivery period.
- 5.5. FLUITRONICS is entitled to make partial deliveries if
  - 5.5.1. the partial delivery can be used by the CLIENT within the scope of the contractual intended use,
  - 5.5.2. the delivery of the remaining ordered Goods is ensured and the CLIENT does not incur any significant additional expenses or additional costs as a result, unless FLUITRONICS bears these proven costs.
- 5.6. If FLUITRONICS is in default with a delivery or service or if FLUITRONICS is unable to carry out a delivery or provide a service for whatever reason, its liability shall be limited to damages in accordance with the following section 10 of these Terms and Conditions of Sale and Delivery.
- 5.7. In all cases of withdrawal from the contract in accordance with the above provisions, this generally only extends to the part of the contract that has not yet been fulfilled.

### 6. Shipping, transfer of risk

- 6.1. The risk shall pass over to the CLIENT at the latest upon provision of the delivery parts at FLUITRONICS, even if partial deliveries are made or FLUITRONICS has taken on other services, e.g., the shipping costs or cartage and/or installation. At the CLIENT's request and at its expense, FLUITRONICS shall insure the shipment against theft, damage due to breakage, transport, fire and water, and other insurable risks.
- 6.2. If the shipment is delayed due to circumstances for which the CLIENT is responsible, the risk shall pass over to the CLIENT from the date the Goods are ready to ship; however, FLUITRONICS is obliged to effect the insurance policies requested by the CLIENT if the CLIENT so chooses, and at the CLIENT's expense.
- 6.3. The packaging, shipping route and means of transport are at our discretion in the absence of a special written agreement.
- 6.4. Delivered items, if they have insignificant defects, are to be accepted by the CLIENT without prejudice to the rights under section 13.
- 6.5. The above paragraphs also apply to partial deliveries.

### 7. Refusal to accept Goods

- 7.1. If the CLIENT refuses to approve or accept the subject matter of the contract, FLUITRONICS may set an appropriate deadline for approval or acceptance. If the CLIENT has not approved or accepted the subject matter of the contract within the set period FLUITRONICS shall be entitled to withdraw from the contract or to claim damages instead of performance, without prejudice to the right to fulfilment of the contract. In any case, FLUITRONICS may demand flat-rate compensation in the amount of 25% of the agreed price for standard goods and in the amount of 100% for custom-made products that cannot be used elsewhere, even without proof of the actual damage incurred and without prejudice to the possibility of asserting a higher actual damage. The CLIENT is at liberty to demonstrate and prove a lower degree of actual damage.
- 7.2. If acceptance is agreed or mandatory, FLUITRONICS is in any case entitled to demand acceptance if there are no longer any significant defects and the functionality and operability is guaranteed. Significant defects are such defects that call into question the suitability of the Goods or significantly impair it. In this case, FLUITRONICS must propose several possible acceptance dates to the CLIENT. If none of these proposed acceptance dates is accepted by the CLIENT at least two days before such a date and the CLIENT, for its part, does not propose another date which is within two weeks of receipt of the proposal from FLUITRONICS, the acceptance shall be deemed declared.

### 8. Force majeure

- 8.1. Should FLUITRONICS be prevented from fulfilling its obligations, in particular, from meeting delivery deadlines, due to force majeure or other unforeseen events, FLUITRONICS shall be released from fulfilling its contractual obligations to the extent that and so long as the execution of the contract is prevented due to force majeure. The delivery and service dates are generally postponed accordingly by the duration of the hindrance plus a reasonable start-up period. FLUITRONICS will immediately inform the CLIENT of any circumstances of force majeure.
- 8.2. Force majeure is deemed to include all external events that are brought about from the outside by elementary forces of nature or by the actions of third parties that are unforeseeable based on human insight and experience, which cannot be prevented or rendered harmless with economically justifiable means, even when the utmost care is taken that can reasonably be expected according to the circumstances, and which also cannot be accepted by the party concerned due to their frequency, and whose effects make performance of the contract impossible, or delay or significantly impede it. These external events include, but are not limited to, exceptional weather conditions, natural disasters, confiscation, riots, strikes, legal lockouts, legal or regulatory requirements, pandemics/epidemics and associated travel restrictions, mobilisation/war, and other events that cannot reasonably be avoided which are caused, for instance, by global or regional difficulties in the procurement of basic commodities, materials or energy, or embargoes/economic sanctions. Incidents that are external to the company, for these purposes, also include incorrect or late delivery by a supplier if FLUITRONICS has concluded a congruent covering transaction and either FLUITRONICS or the supplier is not at fault and FLUITRONICS is not expressly obliged to retain stock in individual cases.
- 8.3. If the fulfilment of the contractual obligations, in particular the delivery, becomes impossible or unreasonable for FLUITRONICS, FLUITRONICS is entitled to withdraw from the contract.
- 8.4. The CLIENT is also entitled to withdraw from the contract if, as a result of the delay, it cannot reasonably be expected to accept the delivery and performance. In the event of a delay in delivery, the CLIENT may withdraw from the contract by means of a written declaration after a reasonable grace period has expired without success; in the event that the owed delivery and services are impossible, the CLIENT shall be entitled to this right even without a grace period. In

this case, FLUITRONICS must reimburse the costs and expenses incurred to date and those which will still be incurred (e.g., for materials, processing, handling).

- 8.5. Delay in delivery is equivalent to impossibility to deliver on the contract if the delivery has still not taken place more than three months after the expiry of the delivery period.
- 8.6. Should it be possible for FLUITRONICS, despite the case of force majeure, to meet its obligations while accepting higher costs, FLUITRONICS is to be reimbursed these increased costs by the CLIENT in addition to the agreed remuneration. Costs that are increased in this way are to be communicated by FLUITRONICS following a request by the CLIENT in good time; before using the service, the CLIENT may waive its provision at increased costs without suffering any legal disadvantage.
- 8.7. If the contract is continued, FLUITRONICS shall be entitled to adjust the schedule or delivery schedule.

## 9. Retention of title

- 9.1. All deliveries and services are subject to retention of title. Delivered Goods remain the property of FLUITRONICS until payment in full of the purchase price, fees and all other claims FLUITRONICS has against the CUSTOMER which arise from the ongoing business relationship. The retention of title also covers spare and replacement parts, such as motors, control units, etc., even if they are built in, as this does not make them essential components within the meaning of § 93 of the German Civil Code (BGB). The Goods, as well as those goods covered by the retention of title that take their place in accordance with the following provisions, are hereinafter referred to as the "Reserved Goods".
- 9.2. If the goods subject to retention of title are processed or utilised by the CUSTOMER, the processing/utilisation shall be carried out on behalf of FLUITRONICS, which is thus deemed to be a manufacturer within the meaning of § 950 BGB and acquires ownership of the intermediate or final product. In the event of processing involving other goods not belonging to the CLIENT, FLUITRONICS shall acquire co-ownership of the new item in the ratio of the value of the Goods delivered by it to the value of the third-party goods at the time of processing.
- 9.3. The CLIENT is entitled to resell Reserved Goods that have been delivered as well as to further licensing within the framework of the agreement made at anytime, and so as to be revocable, as part of its normal business operations. As a precaution, the CLIENT hereby assigns to FLUITRONICS all claims connected to such resale and to the business relationship with its customers along with ancillary rights in the amount of the value of the Reserved Goods to be delivered in each case. FLUITRONICS accepts this assignment. FLUITRONICS is authorised to notify the CLIENT's customers of the assignment of claims at any time.
- 9.4. FLUITRONICS is entitled, but not obliged, to insure the Reserved Goods against theft, breakage, fire, water and other damage at the expense of the CLIENT, unless the CLIENT has demonstrably taken out such insurance itself. The CLIENT undertakes to provide the necessary information for this upon request.
- 9.5. The CLIENT may neither pledge the Reserved Goods nor assign them as security. It must notify FLUITRONICS without delay if the Reserved Goods are pledged, seized, or otherwise placed at third-party disposal. Should FLUITRONICS suffer damage due to failure to notify it or delayed notification (e.g., as a result of loss of rights), the CLIENT is liable to provide compensation for this.
- 9.6. In the event of breach of contract by the CLIENT, in particular in the event of default in payment, FLUITRONICS is entitled to withdraw from the contract. The costs incurred by FLUITRONICS as a result of returns, in particular transport costs, shall be borne by the CLIENT. If the CLIENT behaves in breach of contract, FLUITRONICS is entitled to prohibit the CLIENT from any resale or processing of the Goods delivered under retention of title and to revoke any existing direct debit authorisation. The CLIENT can only demand delivery of Reserved Goods that have been taken back by mutual agreement of the contracting parties without an express declaration of withdrawal from the contract at its own expense after full payment of the purchase price.
- 9.7. The assertion of retention of title as well as the seizure of the delivery item supplied by FLUITRONICS shall not be considered withdrawal from the contract.
- 9.8. FLUITRONICS undertakes to release the securities to which it is entitled at the request of the CLIENT to the extent that the realisable value of the securities exceeds the nominal value of the claims to be secured by 25%. The selection of securities to be released shall be at FLUITRONICS' discretion.

## 10. Liability

- 10.1. Our liability for damages, whatever their legal basis may be – including, but not limited to, impossibility of performance, default and delays in performance, defective/faulty or incorrect delivery, breach of contract, non-fulfilment of obligations during contract negotiations as well as wrongful acts (torts) – is limited in accordance with the stipulations contained in this section 10, provided that these actions or omissions are in each case subject to proof of fault.
- 10.2. FLUITRONICS is not liable in the event of simple negligence on the part of its bodies, legal representatives, employees or other vicarious agents as long as there is no breach of essential contractual obligations (cardinal obligations). Essential contractual obligations include the obligation to a timely delivery of the delivery item, the absence of material defects and defects of title that impair its functionality or usability more than merely insignificantly, and consulting, protection and care obligations that are intended to enable the Client to use the delivery item as intended in the contract or to protect the life and limb of the CLIENT's personnel or to protect the CLIENT's property from significant damage.
- 10.3. Insofar as FLUITRONICS is liable for damages in accordance with section 10.2 above, this liability is limited to damages that FLUITRONICS would have had to have reasonably anticipated as typical of such a contract at the time of conclusion of the contract or ought to have anticipated if customary care had been taken. Indirect loss and consequential damage due to defects to the delivery item are only liable for compensation if such damage is typically expected when the delivery item is used in conformity with its intended purpose.
- 10.4. If we are held liable for ordinary negligence, our liability for damages in respect of property damage as well as in respect of any further economic loss resulting therefrom is limited to an amount of EUR 5,000,000,000 for any one occurrence, also in cases involving a breach of material contractual obligations.
- 10.5. The above exclusions and limitations to our liability apply in the same scope for the benefit of our company organs, legal representatives, employees and other vicarious agents.
- 10.6. If FLUITRONICS provides technical information or advice and this information or advice is not part of the contractually agreed scope of services owed by FLUITRONICS, this is done free of charge and without any liability.
- 10.7. The limitations on liability in this section 10 shall not apply for our liability as a result of wilful conduct, with respect to guaranteed characteristics, due to loss of life, personal injury or physical harm or under the German Product Liability Act.
- 10.8. Any further liability for damages than provided for in the preceding section 10 nos. 1.) to 7.) is excluded, irrespective of the legal nature of the asserted claim. This applies, in particular, for compensation claims due to faults at the time of conclusion of the contract, due to other violations of duty, or due to tortious claims for compensation for damage in accordance with § 823 of the German Civil Code (BGB).

## 11. Intellectual property rights/copyrights/secrecy, etc.

- 11.1. All rights to patents, utility models and designs, trademarks, equipment and other property rights, as well as copyrights for the subject matter of the contract and services, remain with the right holders. This also applies, in particular, to the product names, to software, and to name and trademark rights.
- 11.2. The parties to this contract undertake to treat all non-public commercial and technical details that become known to them through the business relationship as a trade secret.
- 11.3. Drawings, tools, software, shapes, fixtures, models, templates, samples and similar items supplied, used or made available by or for FLUITRONICS are and remain the property of FLUITRONICS. They may not be made available or otherwise made accessible to unauthorised third parties. If the aforementioned items are manufactured for FLUITRONICS, they will become the property of FLUITRONICS as soon as they are created or manufactured. The reproduction of such objects shall only be admissible within the framework of operational necessities and provisions of patent, trademark, copyright and competition law.
- 11.4. Contractual partners of the CLIENT are to be obligated by the CLIENT accordingly.
- 11.5. The CLIENT may only refer to the business relationship with FLUITRONICS in promotional materials with prior written consent.

## 12. Collision with third-party rights

- 12.1. If claims are brought against the CLIENT by third parties due to the direct infringement of property rights, including copyrights, due to deliveries and/or services provided by FLUITRONICS, FLUITRONICS shall indemnify it, within the scope of the warranty (see section 13), with respect to the claims for damages that are recognised or comparatively determined against it, as well as with regard to court and lawyer's fees; however, this shall only be the case under the following conditions:
  - 12.1.1. The CLIENT immediately informs FLUITRONICS of any claims or warnings made by third parties, without having initiated any defensive measures and/or having engaged an attorney beforehand. This does not apply to immediate measures that must be initiated before FLUITRONICS can be informed.
  - 12.1.2. Only FLUITRONICS is authorised to initiate defensive measures and to entrust lawyers with the implementation of defensive measures and/or to make declarations and/or to carry out other negotiations. At the request of FLUITRONICS, the CLIENT will appoint an attorney to represent it at FLUITRONICS' expense.
  - 12.1.3. The CLIENT shall inform FLUITRONICS of the matter immediately, and keep it informed on an ongoing basis, and shall, in particular, provide the necessary information and documents without delay.
- 12.2. FLUITRONICS' liability shall not apply if the infringement of the right of a third party results from a change in the subject matter of the contract or parts thereof, if the subject matter of the contract itself does not constitute an infringement of the law. Furthermore, liability shall lapse in the event that the CLIENT has carried out further acts of use after having been warned by a third party or in the knowledge of a possible violation of the rights of third parties, unless FLUITRONICS has agreed in writing to further acts of use.
- 12.3. In the event that it is legally established that further use of the subject matter of the contract violates the property rights of third parties, including copyrights, or, in the opinion of the CLIENT, there is a risk of a claim of property rights or copyrights, FLUITRONICS may, at its own expense and at its own discretion, either grant the CLIENT the right to continue to use the subject matter of the contract, or replace or change the subject matter of the contract in such a way that a violation is no longer present or, at least, less likely. Such measures in no case entitle the CLIENT to assert claims – of any kind – against FLUITRONICS.

## 13. Warranty

FLUITRONICS is liable for material defects and defects of title in the delivery or service that have been duly reported in a timely manner, to the exclusion of further claims – without prejudice to section 10. Warranty – as follows:

- 13.1. Deliveries or services that turn out to be defective as a result of a circumstance prior to the transfer of risk are to be repaired or otherwise replaced free of charge at FLUITRONICS' choosing.
- 13.2. Any replaced parts shall become the property of FLUITRONICS.
- 13.3. As a matter of principle, only the quality specifications in the manufacturer's specific product description on which the contract is based, in particular, those in the FLUITRONICS product catalogue, shall be deemed to have been agreed upon. In addition, public statements, promotions or advertisements by the manufacturer or third parties do not constitute contractual specifications of the quality of the goods.
- 13.4. If there is only an insignificant defect, the CLIENT is only entitled to request a reduction in the agreed price.
- 13.5. The CLIENT must duly comply with his inspection and notification obligations under § 377 of the German Commercial Code (HGB) by immediately inspecting the delivery item. Concerning obvious defects or other defects which would have been recognised if a due inspection had been undertaken immediately, the delivery item shall be considered approved by the CLIENT if FLUITRONICS does not receive a written defect complaint within seven business days of delivery. With regard to other defects, the delivery item shall be deemed to have been approved by the CLIENT if the complaint is not received by FLUITRONICS within 7 working days of the date on which the defect became apparent. If the defect was already obvious during normal use at an earlier time, this earlier time shall determine the start of the notice period for the complaint. The CLIENT must specify the type of defects/number of missing quantities and return the goods to FLUITRONICS free of charge at their request. If the CLIENT does not provide the goods that have been complained about or prevents inspection of the goods by FLUITRONICS, all claims for defects shall lapse. The full burden of proof for all conditions for the claim rests with the CLIENT, especially for the defect itself, for the date of the establishment of the defect, and for the timeliness of the complaint about the defect.
- 13.6. The CLIENT must, after consultation with FLUITRONICS, provide the necessary time and opportunity for all improvements and/or replacement deliveries that appear necessary to FLUITRONICS to be carried out; otherwise, FLUITRONICS shall be released from liability for the resulting consequences. Only in urgent cases of danger to operational safety or to prevent excessive damage, where FLUITRONICS is to be notified immediately, does the CLIENT have the right to rectify the defect himself or have it remedied by third parties and to demand reimbursement from FLUITRONICS of the relevant expenditures.
- 13.7. Of the costs incurred as a result of rectification or replacement delivery undertaken by FLUITRONICS, FLUITRONICS shall bear the costs of the replacement item, including shipping to the original place of dispatch, insofar as the complaint proves to be justified. Appropriate removal and installation costs will be borne in accordance with the statutory provisions. Reimbursement is limited in amount to the gross list price of the delivery and service item.
- 13.8. In all other respects, the CLIENT'S claims against FLUITRONICS as a whole or with regard to individual parts are limited to a right to supplementary performance. Only in the event of repeatedly failed supplementary performance may the CLIENT reduce the contractual payment or withdraw from the contract at its discretion.

- 13.9. If, upon unsuccessful supplementary performance because of a material defect or defect in title, the CLIENT chooses to withdraw from the contract, then the CLIENT shall not also be entitled to compensation for damages because of the defect. If the CLIENT chooses compensation following unsuccessful supplementary performance, the Goods shall remain with the CLIENT if this can reasonably be expected of it. Damages shall be limited to the difference between the purchase price and the value of the defective item. This does not apply if FLUITRONICS has caused the breach of contract by devious means.
- 13.10. If the CLIENT receives defective assembly and/or operating instructions, FLUITRONICS is only obliged to deliver defect-free assembly and/or operating instructions, and it shall also only do this if the defect in the assembly and/or operating instructions precludes proper assembly and/or operation.
- 13.11. In the event of assembly and/or operating problems due to defective assembly and/or operating instructions, the CLIENT must contact FLUITRONICS by telephone, who will then be available to advise it. Upon request, FLUITRONICS will reimburse it for the resulting telecommunications costs.
- 13.12. In particular, no guarantee is provided in the following cases: inappropriate or improper use, faulty – in particular, not state-of-the-art – installation or commissioning and/or improper use by the CLIENT or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable equipment, defective construction work, unsuitable subsoil, or chemical, electrochemical or electrical influences, insofar as FLUITRONICS is not responsible for them. Furthermore, no liability for defects is assumed for consumables, normal wear and tear and damage due to inadequate storage of the products, or adverse changes to the products that are not based on production defects, but on natural ageing processes of the products.
- 13.13. FLUITRONICS does not provide guarantees in the legal sense to the CLIENT. This does not affect any guarantees provided by third parties.
- 13.14. FLUITRONICS's liability shall be negated with respect to consequences arising from any improper changes or repair work carried out by the CLIENT or third parties commissioned by the client without the prior consent of FLUITRONICS. In these cases, FLUITRONICS shall not be liable for defects at all unless the CLIENT proves that the changes or repair work could not have been a causal factor for the damage.
- 13.15. The limitation period for claims and rights due to defects (the "Warranty Period") is 2 years from delivery/acceptance of the Goods/services, unless the parties individually agree otherwise. In the case of repairs carried out by FLUITRONICS on used items, or for spare parts installed in used items by FLUITRONICS personnel or by appropriately trained personnel, the Warranty Period is 6 months.
- 13.16. The warranty period for the replacement part and the repair is 6 months. However, it always runs at least until the expiry of the original Warranty Period for the delivery item.
- 13.17. Insofar as nothing else is expressly agreed, the statutory provisions on the commencement of a limitation period, the suspension of the expiry of the limitation period, and the suspension and resumption of limitation periods shall remain unaffected.

#### **14. Place of fulfilment and jurisdiction**

- 14.1. The law of the Federal Republic of Germany applies, under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The language of the contract and its execution is German.
- 14.2. The following is agreed with contractual partners within the European Union in their respective extension: the place of performance for deliveries and services as well as the place of jurisdiction for all liabilities and disputes arising from the contractual relationship is the headquarters of FLUITRONICS or – at its discretion – the location of its branch office which is responsible for the delivery/service. FLUITRONICS is also entitled, at its choosing, to sue at the headquarters of the CLIENT or at the place of performance.
- 14.3. The following is agreed with contractual partners outside the European Union in their respective extension: all disputes arising from and in connection with the respective contractual relationship on the basis of these Terms and Conditions and their formation shall, in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC), be conclusively decided by one or more arbitrators appointed in accordance with these Rules.

#### **15. Written form**

Supplementary agreements shall only be effective if they are made in writing. Any amendments and/or addenda must be made in writing. This also applies to the waiver of this requirement for the written form.

#### **16. Severability clause**

- 16.1. Should any provision of these Terms and Conditions be or become invalid, or if the Terms and Conditions contain an omission, this shall not affect the validity of the remaining provisions.
- 16.2. In place of the invalid provision, whichever valid provision comes closest to the intent of the parties shall apply. The same applies in the event of any omission.