



# GENERAL TERMS AND CONDITIONS OF BUSINESS

Jungmann Systemtechnik GmbH & Co. KG  
Bahnhofstraße 75, 21629 Neu Wulmstorf

## § 1 General

- 1.1. All deliveries and any other (service) performance are exclusively subject to the following General Terms and Conditions of Business of Jungmann Systemtechnik GmbH & Co. KG (hereinafter referred to as "JST").
- 2.1. Any deviating terms and conditions of the customer that JST does not expressly acknowledge shall not be binding, even if JST does not expressly object to them.
- 3.1. These General Terms and Conditions of Business shall only apply to companies, legal entities under public law or a special fund under public law pursuant to § 310 I, sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*).
- 4.1. Even if JST, in knowledge of the customer's terms and conditions that deviate from or contradict these terms and conditions, performs services without reservation, this shall not constitute consent – these terms and conditions shall also apply in this case.

## § 2 Offers, scope of services and entering into contracts

- 2.1. Contractual offers made by JST are subject to change, unless a binding period is stated in the offer.
- 2.2. The scope of the contractually owed service shall be determined exclusively by JST's order confirmation.
- 2.3. JST reserves the right to make changes to the design, the choice of materials, the specification or the type of construction even after sending an order confirmation, provided that such changes do not contradict either the order confirmation or the customer's specifications and that they are in line with technical progress. Furthermore, the customer shall agree to any further proposed changes by JST, provided that such changes are reasonable for the customer.
- 2.4. Partial deliveries are permissible.
- 2.5. The documents on which the offer or the order confirmation is based, such as illustrations, drawings, dimensions and weights, are only to be understood as approximate values, unless they are expressly designated as binding.



## § 3 Prices and terms of payment

### 3.1. Prices are ex works, excluding packaging and other shipping and transport charges.

Packaging shall be charged at cost price and shall only be taken back if JST is obligated to do so by virtue of mandatory statutory provisions.

### 3.2. If more than 4 months elapse between entering into the contract and delivery without JST being responsible for a delay in delivery, Jungmann may reasonably increase the price taking into account any material, wage and other ancillary costs incurred that are to be borne by JST. If the price increases by more than 40%, the customer shall be entitled to terminate the contract, which has not yet been fulfilled at such point in time.

### 3.3. If JST takes into account the customer's change requests, the customer shall be invoiced for the additional costs incurred as a result.

### 3.4. If the payment deadline is culpably exceeded, interest shall be charged at a rate of 6% above the discount base rate of the European Central Bank, subject to the assertion of further claims.

## § 4 Delivery period

The specification of a delivery date or execution periods shall be made at our best discretion and shall be extended appropriately if the customer delays the performance of or fails to perform any required or agreed cooperative actions on its part. The same shall apply in the event of measures within the scope of labor disputes, in particular strikes and lockouts, and in the event of unforeseen obstacles beyond JST's control, for example delivery delays of a sub-supplier, traffic and operational disruptions, a shortage of materials or energy, etc. Changes to the delivered goods initiated by the customer shall also lead to a reasonable extension of the delivery or performance period.

## § 5 Transfer of risk

The risk shall pass to the customer as soon as JST makes the goods or the service available to the customer and notifies the customer thereof. A separate acceptance is not agreed.

## § 6 Retention of title

### 6.1. JST shall retain title to the delivered goods until payment has been made in full. The retention of title shall also apply until all claims, including future and conditional claims, arising from the business relationship between the customer and JST have been satisfied.



- 6.2. If the value of all items of collateral existing for JST exceeds the existing claims by more than 10% on a sustained basis, JST shall release items of collateral of its choice upon the customer's request.
- 6.3. JST shall be entitled to assert the rights of retention of title without withdrawing from the contract.

## § 7 Claims for defects

- 7.1. If a purchase is a commercial transaction for both parties, the customer must inspect the goods immediately upon receipt, to the extent that this is feasible in the ordinary course of business, and, if a defect becomes apparent, must notify JST without undue delay. If the customer fails to give such notice, the goods shall be deemed to have been approved, unless the defect was not recognizable during the inspection. In all other respects, § 377 et seq. of the German Commercial Code (*Handelsgesetzbuch*) shall apply.
- 7.2. Any claim for defects shall be limited to supplementary performance. If the supplementary performance fails twice, the customer shall have the right to demand, at its discretion, a reduction of the fee or the cancellation of the contract.
- 7.3. Claims for defects shall be time-barred after 24 months from delivery or provision of the service. In the event of supplementary improvement, the period of limitations shall start to run again, but shall end no later than 36 months after the original delivery or provision of service.

## § 8 Liability

- 8.1. JST shall be liable for damages that have not occurred to the object of delivery or service itself – regardless of the legal grounds – only as follows:
  - a. in the event of an intentional act,
  - b. in the event of gross negligence on the part of its owners / governing bodies or executive employees,
  - c. in the event of culpable injury to life, body, health,
  - d. in the event of defects that it has fraudulently concealed,
  - e. within the framework of a guarantee commitment,
  - f. to the extent that liability exists under product liability law for personal injury or property damages to privately used objects.
- 8.2. In the event of a culpable breach of material contractual duties, JST shall also be liable in the event of gross negligence of non-executive employees and in the event of slight negligence; in the latter case, however, its liability shall be limited to the reasonably foreseeable damages typical for contracts, unless life, body or health have been injured. Material contractual duties are all duties, the fulfillment of which is necessary for the proper performance of the services and on the fulfillment of which the customer regularly relies and may rely.
- 8.3. Further claims for damages are barred.



## § 9 Intellectual property, industrial property rights, software use

- 9.1.** All industrial property rights shall remain the property of JST. JST shall grant the customer, also in relation to samples, cost estimates, drawings and similar information of a tangible or intangible nature, a non-exclusive, non-transferable right of use to any industrial property rights for an unlimited period of time, only to the extent that this is necessary for the use of the delivery items/services.
- 9.2.** The customer shall be granted a non-exclusive right to use the delivered software, including its documentation. It is surrendered for use on the delivery item intended for this purpose. Use of the software on more systems than those contractually agreed is prohibited. The customer may only reproduce, revise, translate or convert the software from the object code to the source code to the extent permitted by law (§ 69 a et seq. of the German Copyright Act (*Urheberrechtsgesetz*)).

The customer is obligated not to remove manufacturer's details – in particular copyright notices – or to change them without JST's prior express consent.

All other rights to the software and the documentation, including copies, shall remain with JST. The granting of sublicenses is not permitted.

## § 10 Miscellaneous

- 10.1.** The inclusion and interpretation of these General Terms and Conditions of Business, along with the entering into and interpretation of legal transactions with the customer itself, shall be governed exclusively by the laws of the Federal Republic of Germany. The application of the uniform law on the conclusion of international sales contracts for movable and immovable property, the uniform law on the international sale of movable and immovable property of the U.N. Sales Convention is barred.

The exclusive area of jurisdiction shall be the court competent for the registered office of JST, whereby JST reserves the right to bring suit against the customer at its general area of jurisdiction.

- 10.2.** Offsetting and retention shall be barred unless the offsetting claim or the claim on account of which the right of retention is asserted is undisputed or has been finally determined by a court of law. An assignment of a claim shall only be permitted with the written consent of JST.
- 10.3.** The invalidity of individual provisions of these General Terms and Conditions of Business or its components shall not affect the validity of the remaining provisions. The contracting parties shall be obligated, within the scope of what is reasonable and in good faith, to replace an invalid provision with a valid provision that is equivalent to its economic result, provided that this does not result in a significant change to the content of the contract; the same shall apply if a matter requiring a provision is not expressly governed.
- 10.4.** The place of performance for all obligations arising directly or indirectly from this contractual relationship, including the duty to pay, shall be the registered office of JST.