
General Delivery Terms and Conditions

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§ 1 General

These General Terms and Conditions of Business and Delivery are only intended for use in business transactions with entrepreneurs. They form the basis of all contracts for the supply of goods and services (hereinafter "Supplies and Services") which we conclude with our business partners (hereinafter "Purchaser"). Deviating terms and conditions of the Purchaser shall only be binding on us if we expressly accept them in writing.

§ 2 Content of contract, prices

- 2.1 Our offers are non-binding and subject to change unless a specific period of validity has been agreed.
- 2.2 Orders, agreements, assurances and all legal declarations on our part shall only become binding upon receipt of our order confirmation. Our order confirmation can be issued in writing or in text form.
- 2.3 The Purchaser shall provide all information required for the performance of the Supplies and Services ordered from us; the information provided must be correct and complete. Insofar as access to the premises or facilities of the Purchaser or third parties is required for performing the contract, the Purchaser shall ensure such access to the extent necessary.
- 2.4 Unless otherwise stated in offers, catalogs and price lists, the prices are FCA Kreuzwertheim, Germany (according to Incoterms 2020) excluding value added tax ("VAT"). The VAT rate applicable on the day of delivery shall be applied to these prices.
- 2.5 For installations, repairs and material tests outside our premises, our special conditions and fixed hourly rates and our rates for travel expenses, allowances, etc. apply additionally. These conditions and cost rates are available on request at any time.
- 2.6 Discounts, rebates, other allowances or special benefits shall only be granted if this has been expressly agreed upon at the time of conclusion of the order.
- 2.7 Costs for freight, customs and packaging and loading equipment shall be borne by the Purchaser as well as any transport, theft or other insurance requested by the Purchaser.

§ 3 Delivery

- 3.1 Delivery dates or delivery periods are exclusively non-binding information, unless they have been expressly agreed as binding. Unless otherwise agreed, delivery periods shall start at the earliest with the conclusion of the contract. However, they shall not start before receipt of the documents to be provided by the Purchaser, complete clarification of the order, clarification of all technical questions and agreement on the type of order, granting of necessary permits, timely and proper fulfillment of the Purchaser's obligations, in particular the obligation to make due payments and down payments, cooperation and other ancillary obligations, and shall be subject to correct and timely supply of materials and raw materials etc. from our own suppliers. Delivery dates shall be deemed to have been met if the goods have left the factory or our warehouse by the delivery date or if the goods have been handed over to the carrier by the delivery date.
- 3.2 Unless otherwise agreed, the Purchaser is obliged to take over the ordered goods within eight working days after receipt of a notice of readiness at the agreed place of takeover. If takeover is delayed for reasons for which the customer is responsible, we shall be entitled to store the goods at the Purchaser's risk and expense. In this case we shall charge, at our discretion, either the actual storage costs incurred or a reasonable flat-rate storage fee for the duration of the delay in takeover. The agreed payment terms and due dates shall remain unaffected and shall apply as if the takeover had taken place on the originally scheduled date.
- 3.3 In cases of force majeure and other unforeseeable and unavoidable events for which we are not responsible, including, but limited to operational disruptions, lawful labor disputes, riots, acts of war, pandemics, natural disasters, the delivery periods shall be extended reasonably for the duration of the disruption plus reasonable start-up times, insofar as these disruptions can be shown to have a significant

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- impact on our Supplies and Services. This shall also apply if these circumstances have occurred at our suppliers. We shall inform the customer immediately of the beginning and end of such disruptions.
- 3.4 In the event of a duration of the disruptions of performance within the meaning of Section 3.3 of more than three months, we are entitled to rescind the contract regarding the delivery that is in default.
- 3.5 Claims for damages by the Purchaser due to delayed Supplies and Services shall be excluded to the extent that they exceed 0.5% of the agreed price of the delayed part of the Supplies or Services for each completed week of delay, and in any case to the extent that they exceed 5% of the agreed price of the delayed Supplies or Services.
- 3.6 The performance of the contract shall be subject to the provision that there are no impediments due to national and/or international legal regulations, in particular (US re-) export control regulations, export control regulations of the Federal Republic of Germany or the European Union as well as embargo regulations or other export restrictions of a national or international nature.

§ 4 Retention of title

- 4.1 All goods delivered shall remain our property ("Reserved Goods") until all claims have been satisfied, even if payments are made for specifically designated claims. In the case of a current account, the Reserved Goods shall serve as security for our balance claim.
- 4.2 The Purchaser may only sell or process the Reserved Goods in the ordinary course of business and as long as he is not in delay. He shall only be authorized to resell the Reserved Goods if the claim from the resale, including ancillary rights, is assigned to us to the extent stipulated in the following paragraphs. The Purchaser shall not be entitled to dispose of the goods in any other way. The installation in real estate or buildings or the use of the Reserved Goods for the fulfillment of other contracts for work and services or contracts for work and materials by the Purchaser shall be deemed to be equivalent to the resale.
- 4.3 The Purchaser hereby assigns to us in full, by way of security, the claims of the Purchaser together with all ancillary rights arising from the resale of the Reserved Goods; we hereby accept the assignment. However, the assignment shall only apply to the amount corresponding to the price of the delivery item invoiced by us. We revocably authorize the Purchaser to collect the claims assigned to us. The direct debit authorization can be revoked at any time if the Purchaser does not properly meet his payment obligations. We shall also be entitled to disclose the assignment to the third-party debtors at any time. The Purchaser undertakes to provide us with the information and documents necessary for the assertion of our rights.
- 4.4 If the recoverable value of the securities in our favor not only temporarily exceeds our claims by more than 10 %, we shall release securities in the corresponding amount at the request of the Purchaser. The choice of securities to be released is at our discretion.
- 4.5 In the event of culpable breach of material contractual obligations by the Purchaser, in particular in the event of default in payment, we are entitled to take back the Reserved Goods after sending a reminder. The Purchaser is obliged to return the Reserved Goods to us. Our demand for the return of the Reserved Goods does not constitute a declaration of rescission, unless we expressly declare such rescission.

§ 5 Acceptance

- 5.1 Insofar as the Supplies and Services ordered are work performances, the Purchaser shall without undue delay accept our Supplies and Services and any completed parts of them as soon as we notify the Purchaser that they are ready for acceptance. The Supplies and Services shall also be accepted in case of minor defects.
- 5.2 Our Supplies and Services shall be deemed to have been accepted if we have notified the Purchaser of the readiness for acceptance informing him of the significance of the failure to make a declaration of acceptance
- i) and the Purchaser does not declare acceptance within a period of time which allows him to detect material defects during the required careful inspection, but no later than 10 working days after notification of readiness for acceptance, or if he does not reject acceptance specifying material defects in writing, or
 - ii) as soon as the Purchaser puts our Supplies and Services into commercial use.

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- 5.3 If readiness for acceptance is not notified, the time at which the Purchaser should reasonably have been aware of the Supplies and Services shall apply instead of the time of notification.

§ 6 Payment

- 6.1 Invoices are payable immediately without deduction, unless otherwise agreed.
- 6.2 Payments must be made free of costs and charges to our bank accounts specified in the invoice.
- 6.3 Payments to persons acting on our behalf may only be made upon presentation of an express, written authorization to collect or an invoice receipted by us. If there are several claims against the Purchaser, we will determine the set-off of incoming payments.
- 6.4 The Purchaser shall only be entitled to set off claims which are undisputed or have been finally recognized by a court of law or which give rise to the defense of non-performance of the contract (Section 320 of the German Civil Code).
- 6.5 In the event of default in payment on the part of the Purchaser or other justified doubts as to his creditworthiness, we are entitled to make each individual delivery dependent on Purchaser's advance payment or the provision of security in the amount of the invoice. If the Purchaser is in default with a payment, all agreements on deferral and prolongation shall cease to apply.
- 6.6 In the event of default in payment, we are generally entitled to claim default interest. After 30 days of default in payment, we are entitled to claim liquidated damages for default in the amount of 8 % of the outstanding payment amount. We reserve the right to claim higher damages as proven.

§ 7 Liability for defects, obligation to inspect and give notice of defects, limitation period

- 7.1 We are liable for our Supplies and Services being free from defects at the time of transfer of risk or acceptance. We are not liable for the consequences of normal wear and tear, faulty or negligent handling, improper storage, unsuitable, improper or inappropriate use or failure to observe the operating instructions. If the Supplies and Services are made in accordance with drawings, specifications, samples, etc. provided by the Purchaser, the Purchaser shall bear the risk of fitness for the intended purpose.
- 7.2 The Purchaser shall inspect the Supplies and Services for defects without undue delay upon reception. The Purchaser shall give notice of any visible defects without undue delay, and of any hidden defects without undue delay after their discovery. In the event of non-compliance with the above obligations, claims for defects and compensation on the part of the Purchaser shall be excluded. The Purchaser shall immediately notify the carrier of any transport damage.
- 7.3 Claims based on defects are excluded in the event of an only minor deviation from the agreed quality or in the event of an only minor impairment of the usability.
- 7.4 Subsequent performance shall be, at our discretion, rectification of defects or delivery of goods free of defects. The expenses required for the purpose of subsequent performance shall be borne by us. Additional costs arising from the fact that the subject matter of the contract is located at a place other than the place of performance shall not be borne by us.
- 7.5 We shall only be liable for the Purchaser being able to acquire and use our Supplies and Services without infringement of third party's proprietary rights within the territory of the Federal Republic of Germany and the European Union (EU). Claims of the Purchaser against us based on defects of title shall be excluded in case of infringements of third party's industrial property rights due to Supplies and Services provided by us according to the Purchaser's specifications of constructions, designs, samples and forms; in case of modifications of our Supplies and Services or their combination with items not provided by us to the Purchaser; in case of exports of our Supplies and Services by the Purchaser to third countries as well as in case of types of use of the Supplies and Services not agreed with us. If we are responsible for a defect in title, we shall, at our discretion, either obtain a license for the affected components or replace them with components that are free of property rights. Should this be impossible for legal or technical reasons or unacceptable due to reasonable economic considerations, we shall take back the affected components, building elements, devices or parts of devices against reimbursement of the purchase price.

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- 7.6 Claims for defects become time-barred 12 months after delivery of the goods. This shall not apply if longer periods are prescribed by law in accordance with Sections 438 (1) No. 2 (buildings and goods for buildings), 479 (1) (right of recourse) and 634 a (1) No. 2 (construction defects) of the German Civil Code, or in the event of fraudulent concealment of a defect.
- 7.7 In the event of the sale of used goods, any and all claims and rights based on defects of the deliveries shall be excluded.
- 7.8 If the ordered performance consists of services, in particular training or education services, we provide these services without any promise of a certain result. The Purchaser shall only be entitled to have any inaccuracies and defects remedied free of charge if we are responsible for them. The Purchaser is obliged to inform us of any inaccuracies or defects of which he subsequently becomes aware. These claims for liability for defects shall become time-barred 6 months after performance of the service.

§ 8 Liability

- 8.1 Claims for damages - of whatever kind - shall be excluded if we, our legal representatives or vicarious agents have acted with ordinary negligence. This exclusion of liability shall not apply if guaranteed qualities are missing or if material contractual obligations have been breached in a way that endangers the fulfillment of the purpose of the contract. In these cases, however, liability for ordinary negligent breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract.
- 8.2 The above limitation of liability shall not apply to claims under the Product Liability Act or to claims based on injury to life, body or health or on intent.
- 8.3 Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees and to the liability of our representatives, vicarious agents and suppliers.

§ 9 Software

- 9.1 Insofar as our products contain software, or software created by us for the operation and control of our products is supplied together with our products ("Software"), the terms and conditions set forth in Sections 9.2 to 9.10 below shall apply. For standard software from third parties that we supply in addition to our software and to our products, such as software from Adobe or Microsoft (such as Windows, SQL, Office), or freeware, shareware or open source applications that are not integrated into our Software (hereinafter collectively referred to as "Third-Party Software"), the terms and conditions in Section 9.11 shall apply.
- 9.2 For Software, we grant the Purchaser a non-exclusive, non-transferable, perpetual right to use the Software for the purpose of operating and maintaining the delivered products. The Purchaser may only transfer the right of use to third parties together with our products and only to the extent that the third party accepts the conditions of use specified in this Section 9.
- 9.3 We deliver the Software only in object code. In any event, we shall not be obligated to deliver or disclose the source code.
- 9.4 The provisions contained herein include all updates, upgrades or other subsequently delivered versions of the Software. Upon delivery of updates, upgrades or other versions of the Software, the rights to use the respective replaced Software shall expire.
- 9.5 The Purchaser must not modify, reverse engineer, reverse translate or extract components from the Software, unless this is permitted by mandatory provisions of the applicable copyright law.
- 9.6 The Software is used on or in connection with products that are subject to binding technical and regulatory requirements, in particular safety regulations. The Purchaser may therefore use the Software exclusively for the purposes specified by us in each case. In particular, the Purchaser is not permitted to access or allow access to control processes of the products by circumventing the functionalities of the Software. We do not assume any liability for any damage caused by any use of the Software contrary to its intended purpose. This also applies to damage to the Software itself.
- 9.7 The Software or parts of the Software may contain software products of rights holders other than us that have granted us a license for this purpose (hereinafter referred to as "Licensor"). If in such case we receive terms and conditions of the respective Licensor together with the software, such terms and conditions shall apply with regard to the Licensor's liability towards the Purchaser. Unless otherwise

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- agreed, these General Terms and Conditions of Business and Delivery shall apply to our liability towards the Purchaser.
- 9.8 Insofar as the Software contains freeware, shareware or open source software, the license conditions to which the respective freeware, shareware or open source software is subject shall prevail. To the extent provided for in these General Terms and Conditions of Business and Delivery, the right to use the respective freeware, shareware or open source software shall be passed on to the Purchaser free of charge and the source codes shall be made available by us upon request against corresponding reimbursement of expenses. We do not assume any liability for errors in freeware, shareware or open source software.
- 9.9 We will remedy errors in the Software as long as we have the source code of the Software or we are permitted to use same, at our own discretion either by providing an update or a newer version (upgrade) where the error is remedied. If we do not have or are not permitted to use the source code of the Software, but have an update or an appropriate upgrade for the Software, or we can procure it with reasonable effort, we shall remedy the error by providing the update or the upgrade.
- 9.10 The Purchaser may assert claims arising from errors in the Software only if the errors can be reproduced on our products or on the hardware designated for using the Software. The Purchaser is not entitled to any claims in the event of only insignificant deviation from the related documentation or only insignificant impairment of usability, or in the case of extensions of the Software carried out by the Purchaser via interfaces provided by us for this purpose.
- 9.11 For Third-Party Software supplied by us or made available by us for use, the respective terms and conditions of the licensors or manufacturers of the Third-Party Software shall apply exclusively. In particular, we are not responsible for the provision of updates or upgrades and for compliance with the applicable IT security standards for Third-Party Software.

§ 10 Miscellaneous

- 10.1 Unless otherwise agreed, the place of performance shall be the registered office of our company. The place of jurisdiction for all disputes arising from contracts concluded between us and the Purchaser shall be the court having jurisdiction for our registered office, if the Purchaser does not have a place of general jurisdiction in Germany or is a merchant registered in the commercial register, a legal entity under public law or a separate estate under public law. However, we are also entitled to bring an action against the Purchaser at the Purchaser's registered office.
- 10.2 The contractual relationship shall be governed by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 10.3 The invalidity of any individual provision shall not affect the validity of the remaining provisions. In lieu of an invalid provision, an appropriate provision shall apply which comes as close as possible to the invalid provision within the framework of the statutory provisions.
- 10.4 Amendments and supplements to the provisions contained in these General Terms and Conditions of Business and Delivery must be made in writing to be effective.
- 10.5 We inform you that the necessary personal data will be collected, processed and stored within the scope of the business relationship. Detailed information on the processing of personal data within the meaning of Art. 13, 14 EU GDPR as well as the rights regarding the processing pursuant to Art. 15-21 EU GDPR are available on our website at <https://www.seho.de/datenschutzerklaerung/> as part of our information obligations.