

General Terms and Conditions of Sale and Delivery of ST-R CNC-Technik GmbH

I. Scope

1. These General Terms and Conditions of Sale and Delivery (hereinafter the "Sale Conditions") shall apply to all offers, sales and deliveries made by ST-R CNC-Technik GmbH (hereinafter: "ST-R") to the Customer even if they are not expressly mentioned in subsequent contracts. They apply to national and international trade with companies, legal persons under public law and special funds under public law.
2. These Sale Conditions shall apply exclusively. Where the Customer's own conditions, diverge from, contradict or supplement these conditions, they shall not form part of the contract unless ST-R expressly accepts their validity. These Sale Conditions shall also apply where ST-R effects delivery to the Customer, without reservation, in the knowledge of the latter's divergent, contradictory or supplementary conditions.
3. Individual agreements with the Customer shall always take precedence over these Sale Conditions. The content of such agreements shall be governed by a written agreement between the Parties, subject to any evidence to the contrary.
4. This shall be without prejudice to any rights to which ST-R is entitled under the statutory provisions relating to these Sale Conditions.

II. Conclusion of the Contract

1. ST-R's offers and quotations are subject to change and non-binding unless expressly designated as a binding offer by ST-R.
2. The Customer's purchase order constitutes an offer to enter into a contract. A purchase order shall only become binding when it has been confirmed by ST-R by way of a written order confirmation. An order confirmation issued in text form, notably electronically, is deemed to be in writing.
3. The agreed characteristics of the goods shall be conclusively specified in the purchase order and order confirmation. Illustrations, drawings, weight specifications and dimensions as well as any other descriptions of the goods are only approximate unless they are expressly identified as binding by way of a written or electronic undertaking from ST-R. They do not constitute any agreement or guarantee regarding the respective characteristics of the goods. If and insofar as the target characteristics of the goods have been contractually agreed with the Customer, ST-R reserves the right to make changes provided that the changes take place based on mandatory legal requirements and are reasonable for the Customer.

III. Lead time and delay in delivery

1. The agreement of lead times and delivery dates must be in writing. Lead times and delivery dates are non-binding unless expressly designated as binding by ST-R.
2. Agreed lead times or delivery dates are complied with if, prior to their expiry, ST-R delivers the goods to the delivery destination or, in case of a shipment sale, hands them over to the person designated to carry out the shipment. A lead time shall commence when ST-R dispatches the order confirmation. Delivery is deemed to have taken place if the Customer defaults on acceptance of the goods.
3. Where failure to comply with lead times or delivery dates is due to force majeure or events which ST-R could not have foreseen when the contract was concluded (e.g. operational disruption, official measures, obstruction or other restrictions to delivery) the agreed lead times shall be extended by the duration of the obstruction.
4. Delivery is subject to on-time and proper delivery by ST-R's own suppliers.
5. A delay in delivery only entitles the Customer to rescind if ST-R is responsible for the delay.

IV. Place of delivery, transfer of risk and default of acceptance

1. Unless otherwise agreed, delivery of the goods takes place "ex works" or "EXW" in accordance with Incoterms® 2020. At the Customer's request and expense, the goods will be shipped to a different destination (hereinafter: "shipment sale"). Unless otherwise agreed, ST-R shall be entitled to determine the type of shipment.
2. The risk of accidental destruction or deterioration shall pass to the Customer as soon as ST-R delivers the goods to the place of delivery pursuant to Clause 1 or, in the case of a shipment sale, to the person appointed to carry out shipment. The handover shall be deemed to have taken place if the Customer is in default of acceptance.
3. If the Customer defaults on acceptance, ST-R shall be entitled to claim compensation for the loss incurred as a result: 0.5% of the net price of the delivered goods per day of default, up to an overall maximum of 5% of the net price of the delivered goods. The Parties reserve the right to claim additional damages as well as the right to show that the loss was lower.

V. Prices

1. The agreed price shall apply as set out in ST-R's order confirmation, plus statutory value added tax. Unless otherwise agreed between the Parties, prices shall be "ex works" or "EXW" in accordance with Incoterms® 2020, excluding packaging.

2. In the case of a shipment sale, the Customer shall bear the shipping costs and any required transport insurance.
3. Where more than four months have elapsed between the order confirmation and delivery, and price increases have occurred in this period, particularly due to increases in wages, raw material costs and general price increases due to inflation or similar circumstances, ST-R shall be entitled to charge a correspondingly higher price. This also applies where, following submission of the offer by ST-R, the order confirmation, or following conclusion of a Framework Contract with a fixed price agreement, there is a material change (i.e. by at least 10%) in the raw material prices for the affected goods or other substantive cost factors such as, in particular energy, wages, transport or insurance costs. ST-R is then entitled to effect a reasonable increase in the prices to the extent that they are affected by the cost increases. In this regard, ST-R will take account of the legitimate interests of the Customer particularly as regards any commitments which the Customer has entered into for onward delivery of the goods at a specific price. Upon request, ST-R shall provide the Customer with evidence of the factors causing the price changes. This applies conversely in favour of the Customer in the case of a corresponding price reduction. Where, as a result of the price adjustment, it is unreasonable for one Party to remain bound by the contract, that Party may rescind the contract by way of an immediate declaration to the other Party.

VI. Terms of Payment

1. Unless otherwise agreed between the Parties, the purchase price shall be transferred, without deductions, in the designated currency plus any costs of packaging, transport and insurance, within 30 days of receipt of the invoice, to an account indicated on the invoice. Any discount for early payment must be agreed in writing.
2. In the event of a failure to effect payment within the payment period, ST-R shall be entitled to charge default interest in accordance with the statutory provisions. Claims for additional loss are not excluded.
3. Where, following conclusion of the contract, circumstances become apparent that are likely to significantly reduce the Customer's creditworthiness, or which appear to jeopardise payment of the amounts due to ST-R, ST-R shall be entitled to require payment in advance or provision of security before effecting any outstanding deliveries.
4. The Customer shall only be entitled to rights of set-off or retention insofar as its claim has been upheld by a final court judgement or is undisputed. The Customer can only assert a right of retention where its counter-claim is based on the same contractual relationship.

VII. Reservation of title

1. ST-R reserves title to the goods sold until payment in full of all current and future amounts outstanding under the sale contract or under an ongoing business relationship (secured claims).
2. Goods that are subject to a reservation of title may not be mortgaged to a third party or assigned by way of security before full payment of the secured claims. The Customer shall notify ST-R without delay, in writing, if an application is made to initiate insolvency proceedings, or in the event of any seizure of the goods that are subject to ST-R's reservation of title, by a third-party (e.g. attachment).
3. In the case of a breach by the Customer, particularly failure to pay the due purchase price, ST-R shall be entitled to rescind the contract in accordance with the statutory provisions and/or require return of the goods based on the reservation of title. Requiring the return of the goods shall not constitute a declaration of rescission; ST-R is only entitled to require the return of the goods and reserve the right to rescission. If the Customer fails to pay the outstanding purchase price, ST-R can only assert the aforesaid rights where it first allows the Customer a reasonable extension of time for payment without result, or where such an extension of time is unnecessary under the statutory provisions.
4. Until revocation pursuant to para. c) below, the Customer shall be entitled to resell and/or process the reserved goods in the ordinary course of business. In this case, the following supplementary provisions shall apply.
 - a. The reservation of title shall extend to the full value of the products arising from processing, mixing or combining the reserved goods and ST-R shall be deemed to be the manufacturer. Where the reserved goods are processed, mixed or combined with third-party goods and the third party retains its rights of ownership, ST-R shall acquire a co-ownership share in proportion to the invoice value of the processed, mixed or combined goods. In other respects, the same applies to the new product as to the goods subject to a reservation of title.
 - b. The Customer hereby assigns to ST-R, by way of security, any debts owed by third parties, arising from the resale of the goods or the new product, as a whole or in the amount of the co-ownership share to which ST-R is entitled under the foregoing paragraph. ST-R hereby accepts the assignment. The Customer's obligations set out in sub-clause 2 also apply with regard to the assigned debts.
 - c. The Customer shall remain entitled to recover the debts, as will ST-R. ST-R undertakes not to recover the debts provided that the Customer is in compliance with its payment obligations to ST-R; there is no indication of the Customer's inability to effect contractual performance and ST-R is not asserting a reservation of title by exercising a right under para. 3. Otherwise, ST-R can require the Customer to disclose the assigned debts and the respective debtors, provide all the information necessary to effect recovery, hand over all the accompanying documentation and notify the debtors

(third parties) of the assignment. In addition, in this case, ST-R is entitled to revoke the Customer's right to further sale and processing of the goods that are subject to reservation of title.

- d. Where the realizable value of the securities exceeds ST-R's claims by more than 10%, ST-R will release securities of its own choosing, at the Customer's request.
- e. In the case of the delivery of goods in other jurisdictions, which do not provide for a reservation of title in line with the provisions in this Clause VII., the Customer shall grant ST-R appropriate security. The Customer shall do everything necessary to provide ST-R with such security.

VIII. Customer's Claims under Warranty

1. The Customer's right to claim under warranty is subject to its compliance with its statutory duties of inspection and notification of defects (Sections 377 and 381 Commercial Code (HGB) and/or Art. 38 and 39 CISG). Obvious defects, and defects that were visible on inspection of the goods immediately following delivery, must be reported by the Customer, in writing, without delay. The Customer must notify ST-R, in writing, of any hidden defects, without delay, upon discovery. Without delay means that notification is received by ST-R within eight (8) working days. If the Customer fails to effect a proper inspection and/or notification of defects, liability for the defects on the part of ST-R shall be excluded. The Customer must describe the defect(s) in its notification.
2. In the case of defective goods, ST-R may choose whether to effect subsequent performance either by way of rectification of the defect or by way of the delivery of a defect-free item.
3. Where notification of defects is unjustified, ST-R shall be entitled to claim compensation for the costs incurred unless it was not possible for the Customer to identify the lack of defectiveness.
4. There are no rights to claim under warranty
 - a. where the deviation from agreed properties is only minor or there is only minor impairment to fitness for use. This includes, in particular but not exclusively, deviations in structure and colour as compared with samples, prototypes or catalogue illustrations or with previous deliveries, provided the deviations are in the nature of the materials used and customary in the trade.
 - b. for normal wear and tear;
 - c. for defects arising after transfer of risk as a result of improper handling, storage or care or due to over-loading or over-use.
5. Furthermore, ST-R shall not be liable for defects arising due to the fact that the Customer requires processing or materials which deviate from ST-R's requirements.

IX. Limitation period

The Customer's claims are subject to a limitation period of twelve (12) months from delivery of the goods. This also applies to claims in tort based on a defect in the goods. The limitation period applicable to claims for damages by the Customer under Clause X.2. and under the Product Liability Act are governed exclusively by the statutory provisions.

X. Other liability of ST-R

1. Liability for damages on the part of ST-R in international trade also requires ST-R to be at fault (intent or negligence) in every case. This shall be without prejudice to mandatory liability for product defects, particularly under the Product Liability Act.
2. ST-R shall be liable without limitation - irrespective of the legal basis - in case of death, physical injury or damage to health. The same applies to intent and gross negligence, breach of a guarantee, the fraudulent concealment of defects and mandatory liability for product defects (particularly under the Product Liability Act).
3. ST-R shall be liable for simple negligence - subject to para. 2 - only in the case of the breach of material conditions. Material conditions are those which must be fulfilled in order for the contract to be properly implemented and which the Customer generally expects, and is entitled to expect, will be fulfilled. In the case of a breach of such conditions, ST-R's liability is limited to compensation for foreseeable and customary loss.
4. The Customer can only rescind the contract due to a breach that is not related to a defect, if and insofar as ST-R is responsible for the breach.

XI. Applicable Law, Jurisdiction

1. The contractual relationship between the Customer and ST-R shall be governed by the law of the Federal Republic of Germany.
2. Where, as regards international transactions, the United Nations Convention on Contracts for the International Sale of Goods (CISG) applies, issues relating to matters that are not covered by the Convention shall be regulated under the law of the Federal Republic of Germany. This does not apply to provisions relating to the supplier's recourse under Sections 478 and 479 German Civil Code (BGB) which have no application in international trade.
3. The exclusive place of jurisdiction - including international jurisdiction - for all claims arising under the business relationship shall be the location of ST-R's registered office. ST-R is, however, entitled, in all cases, to bring proceedings in the place of performance or in the court with general jurisdiction over the Customer.