

General Terms and Conditions of RTT Automation GmbH, RTT System GmbH and RTT Robotertechnik-TRANSFER GmbH

Stand: 07/2024

§ 1 Scope of application, form

(1) These General Terms and Conditions (GTC) apply to all our business relationships with our customers ("Buyer"). The GTC shall only apply if the Buyer is an entrepreneur (§ 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law. The GTC apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 BGB).

(2) Unless otherwise agreed, the GTC in the version valid at the time of the buyer's order or in any case in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case and even if we carry out the delivery of goods in the knowledge of deviating or conflicting conditions.

(3) Our General Terms and Conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the buyer shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if the buyer refers to his general terms and conditions in the context of the order and we do not expressly object to this.

(4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order confirmation shall take precedence over the GTC.

(5) Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these GTC includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected.

(6) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

§ 2 Conclusion of contract

(1) Our offers are subject to change and non-binding. This also applies if we have provided the buyer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve ownership rights and copyrights.

(2) The order of the goods by the buyer is considered a binding offer of contract. Unless otherwise stated in the order, we are entitled to accept this contractual offer within two weeks of its receipt by us.

(3) If reference is made to illustrations, drawings or plans in the order, the dimensions and weights contained therein shall only be approximate values, unless expressly agreed otherwise.

(4) The customer may not transfer his contractual rights to third parties without our express written consent.

§ 3 Prices and terms of payment

(1) Unless otherwise agreed, our prices are ex works, plus the statutory value added tax applicable at the time of invoicing and excluding the costs of packaging and assembly.

(2) Our price quotations are based on the cost ratios at the time the offer is made, insofar as no offer was made by us, at the time the contract is concluded. If an unforeseeable increase in essential cost factors (wages, energy costs, primary materials, auxiliary/operating materials) for which we are not responsible occurs after conclusion of the contract and up to the delivery date, we shall be entitled to adjust the prices accordingly. If the price adjustment exceeds 5% of the original price, the customer shall be entitled to withdraw from the contract without this giving rise to any claims for compensation.

(3) Unless otherwise agreed, the purchase price is due for payment net within 10 days of invoicing. The buyer shall be in default upon expiry of the above payment period. We shall be entitled to charge interest on arrears in the proven amount, but at least 9% above the prime rate of the ECB. We reserve the right to claim further damages for default. Our claim to commercial maturity interest (§ 353 HGB) against merchants remains unaffected.

(4) Additional reminders sent to the customer after the first reminder will be charged at €5 (maximum of three letters) per reminder.

(5) In the case of sale by delivery to a place other than the place of performance, the Buyer shall bear the transportation costs ex warehouse and the costs of any transportation insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the buyer.

(6) If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardized by the Buyer's inability to perform, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary, after setting a deadline - to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

§ 4 Dimensions and weights

(1) Information on dimensions, weights, properties, loads, capacity, resistance, etc. as well as corresponding illustrations (e.g. drawings and figures) are only approximate unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or characteristics of the delivery or service. Customary deviations and deviations due to legal regulations or technical improvements, as well as the replacement of components with equivalent parts, are permissible insofar as they do not impair the usability for the contractually intended purpose. Furthermore, unless otherwise agreed, we reserve the right to make design changes at any time; however, we are not obliged to make such changes to products that have already been delivered.

(2) Minor deviations shall only justify counter-rights on the part of the customer if tolerances have been expressly excluded or the customer is unreasonable burdened as a result.

(3) If the customer has special requests with regard to the technical data and thus deviates from the standard data offered or in the catalog, the data and information resulting from these special requests can only be based on experience. Unless other-

wise agreed, counter-rights of the customer are excluded if and insofar as the customer's special requests lead to a deviation of more than 20% from the standard data offered or catalog data.

§ 5 Offsetting, retention

The purchaser shall only be entitled to set-off insofar as his counterclaims are undisputed or have been legally established. The purchaser shall only be entitled to assert rights of retention on the basis of counterclaims arising from the same contractual relationship.

§ 6 Delivery period and delay in delivery

(1) The delivery period shall be agreed individually or specified by us upon acceptance of the order. Agreed delivery periods shall be extended appropriately in the event of unforeseeable obstacles beyond our control, such as labor disputes, operational disruptions, force majeure or delays in the delivery of required raw materials, regardless of whether the obstacles occur at our premises or those of our suppliers.

(2) Any delivery period shall commence at the earliest on the date of the order confirmation. However, it shall in no case commence before all questions essential for manufacture and delivery have been clarified by mutual agreement between the contracting parties, unless we have culpably failed to contact the customer immediately to clarify these questions.

(3) We are entitled to make reasonable partial deliveries, which can be invoiced separately; we can also make excess or short deliveries of up to 10% if this does not unreasonably burden the customer.

(4) The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the buyer is required. If we are in default of delivery, the buyer may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) for each completed calendar week of delay, up to a maximum of 5% of the delivery value of the goods delivered late. We reserve the right to prove that the buyer has suffered no damage at all or only significantly less damage than the above lump sum.

§ 7 Delivery, transfer of risk, acceptance, default of acceptance

(1) Delivery is subject to the timely and proper fulfillment of the buyer's obligations. The defense of non-performance of the contract remains reserved.

(2) Delivery shall be EXW (Incoterms 2020), which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Buyer, the goods will be shipped to another destination (sale to destination). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

(3) The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer at the latest upon handover. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. Any deviating agreements shall be agreed in written form.

(4) In the event of default of acceptance or other culpable breach of duties to cooperate on the part of the Buyer, we shall be entitled to compensation for the resulting damage, including any additional expenses (e.g. storage costs). In this case, the risk of accidental loss or accidental deterioration of the goods shall pass to the Buyer at the time of default of acceptance or other breach of duties to cooperate.

§ 8 Retention of title

(1) We reserve title to the goods sold until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

(2) The goods subject to retention of title may neither be pledged to third parties nor transferred as security before full payment of the secured claims. The buyer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. seizures) have access to the goods belonging to us.

(3) If the Buyer acts in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not at the same time include a declaration of withdrawal; rather, we are entitled to demand only the return of the goods and reserve the right to withdraw from the contract. If the buyer does not pay the purchase price due, we may only assert these rights if we have previously set the buyer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

(4) Until revoked in accordance with (c) below, the Buyer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

b) The Buyer hereby assigns to us a security any claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the buyer mentioned in paragraph 2 shall also apply with regard to the assigned claims.

c) The buyer remains authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the buyer fulfills his payment obligations to us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right in accordance with paragraph 3. If this is the case, however, we can demand that the buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the buyer's authorization to resell and process the goods subject to retention of title.

d) If the realizable value of the securities exceeds our claims by more than 10%, we can release securities of our choice at the buyer's request.

§ 9 Warranty, claims for defects by the buyer

(1) The prerequisite for any warranty rights of the buyer is the proper fulfillment of all inspection and complaint obligations owed according to § 377 HGB.

(2) No liability is accepted for the following reasons: unsuitable or improper use, incorrect assembly or commissioning by the purchaser or third parties, natural wear and tear, incorrect or negligent handling, unsuitable operating materials.

(3) Warranty claims can be asserted within 12 months of the transfer of risk. We reserve the right to extend this warranty period at the customer's request or in our offer.

(4) If material is delivered to us for processing, the incoming quantity determined on receipt at our works shall apply. Deviations of up to 3% from this cannot be objected to by the customer. Any warranty for defects recognizable upon delivery shall lapse upon further processing by the customer. If we supply products which we have not exclusively manufactured ourselves, we shall not accept any liability for damage caused by the fact that the material supplied to us was defective or does not comply with the latest technical regulations. We assign any claims to which we are entitled against our suppliers to the customer. This releases us from any liability. The purchaser shall have no further claims.

(5) The basis of our liability for defects is above all the agreement reached on the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications that are the subject of the individual contract or that were made public by us (in particular in catalogs or on our website) at the time the contract was concluded shall be deemed to be a quality agreement in this sense. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (§ 434 (3) BGB). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the label of the goods, shall take precedence over statements made by third parties.

(6) In the case of goods with digital elements or other digital content, we shall only be obliged to provide and, if applicable, update the digital content if this is expressly stated in a quality agreement in accordance with paragraph 2. In this respect, we accept no liability for public statements made by the manufacturer or other third parties.

(7) In principle, we shall not be liable for defects which the Buyer is aware of or is grossly negligent in not being aware of when the contract is concluded (§ 442 BGB). In the case of goods intended for installation or other further processing, an inspection must always be carried out immediately before processing. If a defect is discovered during delivery, inspection or at any later time, we must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 5 working days of delivery and defects not recognizable during the inspection within the same period from discovery. If the buyer fails to carry out the proper inspection and/or report defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, in particular, the Buyer shall have no claims for reimbursement of corresponding costs ("removal and installation costs").

(8) If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the buyer in the individual case, he may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

(9) We are entitled to make the subsequent performance owed dependent on the buyer paying the purchase price due. However, the buyer is entitled to retain a reasonable part of the purchase price in relation to the defect.

(10) The Buyer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective item to us at our request in accordance with the statutory provisions; however, the Buyer shall have no right of return. Subsequent performance shall not include the dismantling, removal or disassembly of the defective item or the installation, attachment or installation of a defect-free item if we were not originally obliged to perform these services; the Buyer's claims for reimbursement of corresponding costs ("dismantling and installation costs") shall remain unaffected.

(11) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these GTC if a defect actually exists. Otherwise, we may demand reimbursement from the Buyer for the costs incurred as a result of the unjustified request to remedy the defect if the Buyer knew or was negligently unaware that there was in fact no defect.

(12) In urgent cases, e.g. if operational safety is jeopardized or to prevent disproportionate damage, the Buyer shall have the right to remedy the defect himself and to demand compensation from us for the expenses objectively necessary for this purpose. We must be notified immediately, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

(13) If a reasonable deadline to be set by the buyer for non-fulfillment has expired unsuccessfully or is dispensable in accordance with the statutory provisions, the buyer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.

§ 10 other liability

(1) Unless otherwise stated in these GTC including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions. Insofar as there is no intentional breach of contract, our liability for damages shall be limited to the foreseeable, typically occurring damage.

(2) We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), for

a) for damages resulting from injury to life, body or health

b) for damages arising from the breach of an essential contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for foreseeable, typically occurring damages, but not exceeding 20% of the net order value.

(3) The limitations of liability resulting from paragraph 2 shall also apply to third parties and to breaches of duty by persons (including in their favor) whose fault we are responsible for in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the buyer under the Product Liability Act.

(4) Unless expressly regulated otherwise above, our liability is excluded.

§ 11 Statute of limitations

(1) Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery of the goods to the buyer. If acceptance has been agreed, the limitation period shall commence upon acceptance.

(2) The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the buyer based on a defect of the goods, unless

the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for damages by the buyer and under the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

§ 12 Termination of contract

(1) Cancellation costs are due for early termination of the contract at the customer's request:

a) The actual hours worked by our employees at the service charge rates specified in the offer.

b) The material already used or purchased for a specific project and no longer available for resale at cost price plus material overheads.

c) For services not yet rendered, we charge a maximum flat rate of 10% based on our original calculation.

d) Unless otherwise agreed, in deviation from § 3 (3), a payment period of 30d in accordance with § 286 BGB shall apply.

(2) Any termination must be in writing.

§ 13 Non-disclosure

(1) The customer shall keep secret from third parties all knowledge and information of a technical and commercial nature ("secret information") received from us within the scope of the supply relationship, even beyond the duration of the supply relationship, unless he can prove that this secret information

a) were already known or apparent to the customer at the time they were obtained or became apparent later through no fault of the customer or

b) has been demonstrably developed completely independently by the customer or

c) have been obtained from a third party without breach of confidentiality obligations.

(2) Documents disclosed by us relating to secret information, in particular drawings, which are exchanged in the course of the cooperation shall remain our property and must be returned to us on request, at the latest on termination of the supply relationship. The customer shall not be entitled to a right of retention with regard to secret information or documents or materials containing secret information.

(3) The disclosure of secret information does not establish any rights to industrial property rights, know-how or copyrights for the customer and does not constitute a right of prior use within the meaning of the applicable patent, design and utility model laws. Any type of license requires a written agreement.

§ 14 Choice of law and place of jurisdiction

(1) These GTC and the contractual relationship between us and the Buyer shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the buyer is a merchant within the meaning of the German Commercial Code. Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Zittau. The same applies if the buyer is an entrepreneur within the meaning of § 14 BGB. However, in all cases we shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTC or an overriding individual agreement or at the Buyer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

§ 15 Severability clause

Should a provision of this contract and/or amendments or supplements be invalid, this shall not affect the validity of the remainder of the contract. In the event of an invalid provision, the contracting parties are obliged to negotiate an effective and reasonable replacement provision that comes as close as possible to the economic purpose pursued by the contracting parties with the invalid provision.