

General Terms and Conditions of Sale

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General Terms and Conditions of Sale

§ 1 Applicability

1.1 These Terms and Conditions of Sale shall apply exclusively; we do not recognize any terms and conditions of the Buyer that conflict with or deviate from these Terms and Conditions unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale shall also apply if we carry out the delivery to the Buyer without reservation in the knowledge of terms and conditions of the Buyer which conflict with or deviate from our Terms and Conditions of Sale.

1.2 Our Terms and Conditions of Sale shall only apply vis-à-vis entrepreneurs within the meaning of Section 310 (1) of the German Civil Code (BGB).

§ 2 Order acceptance / condition of the goods

2.1 The submission of the offer is subject to a credit check.

2.2 Contracts shall only be concluded by our written or electronically transmitted order confirmation.

2.3 The agreed quality of the goods is exclusively to be taken from the product description in the order confirmation, the system descriptions or our product information. We shall only be liable for the suitability of the goods for a specific purpose if this suitability has been expressly agreed.

2.4 Our information on the ordered goods (e.g. drawings, illustrations, weights, dimensions, values in use) shall be regarded as approximate unless expressly agreed. Deviations of the ordered items from the delivered items, in particular with regard to material and design, are expressly reserved within the scope of technical progress.

2.5 The supplier does not assume any procurement risk or any kind of guarantee unless this is expressly agreed in writing.

2.6.1 The minimum order value shall be € 100.00 net for goods in stock.

2.6.2 The minimum order value shall be € 100.00 net per production item.

§ 3 Custom-made Products / Engineering Approval

3.1 Custom-made products, project-specific constructions, special manufacturing parts, modified standard products, customized HMI panels, support arm systems and customer-specific engineering solutions are excluded from cancellation, return and exchange after order confirmation or technical approval.

3.2 Tooling costs, engineering services, CAD data, STEP files, drawings, prototypes and project-related developments are non-refundable unless otherwise agreed in writing.

3.3 All technical approvals, drawings, CAD files, STEP files and customer releases shall be deemed binding production approvals. The customer is responsible for verifying and approving all dimensions, interfaces, tolerances, mounting situations and technical specifications prior to production release. The customer is furthermore responsible for the final installation situation, machine interfaces and application compatibility.

3.4 Deviations caused by technical optimization, manufacturing processes, material availability or production-related adjustments remain reserved, provided that functionality and intended use are not materially affected.

3.5 All drawings, CAD files, STEP files, calculations, technical concepts, quotations and engineering documents remain the intellectual property of XINDUX Industrial Solutions GmbH and may neither be reproduced, reverse engineered nor forwarded to third parties without prior written consent.

3.6 Force majeure events including but not limited to war, sanctions, geopolitical conflicts, raw material shortages, energy shortages, supply chain disruptions, pandemics, transport restrictions, customs delays or governmental actions shall release the supplier from delivery obligations for the duration of the disruption and any reasonable restart period.

3.7 Unless otherwise agreed in writing, tooling, molds, fixtures and production devices remain property of XINDUX Industrial Solutions GmbH until full payment. Partial customer participation in tooling costs does not automatically transfer ownership rights.

3.8 Export restrictions, sanctions regulations and international trade compliance requirements remain reserved. XINDUX Industrial Solutions GmbH reserves the right to refuse or suspend deliveries if export control regulations or sanction frameworks prohibit fulfillment.

§ 4 Delivery time & scope of delivery

4.1 If a delivery time has been agreed, the following shall apply: the delivery dates stated by us shall only be binding if they have been expressly confirmed by us in writing as a “binding delivery date”. They refer to the time of dispatch of the goods and shall be deemed to have been complied with upon

notification of readiness for dispatch.

4.2 Delivery periods shall not commence until agreement has been reached on all details of the order, including the technical design of the delivery item. If the Buyer requests a change after the order has been confirmed and if this request is accepted by us, the delivery period shall not commence until the last change has been confirmed.

4.3 Delivery periods and delivery dates shall be extended – without prejudice to our statutory rights due to default on the part of the Buyer – by the period of time by which the Buyer fails to meet its obligations to us under this contract or other contracts (e.g. securities).

4.4 Partial deliveries shall be permissible to a reasonable extent provided that they do not involve unreasonable additional expense for the Buyer. In the case of special customer items, deviations from the order quantity of +/- 10% are permissible at the time of delivery.

4.5 Furthermore, in the event of a delay for which we are responsible, the Buyer shall only be entitled to assert further rights if a reasonable grace period set by him after the occurrence of the delay has expired fruitlessly.

§ 5 Shipping & Transfer of Risk

5.1 The goods shall be shipped ex works for the account and at the risk of the Buyer. In the absence of special agreements, we shall be free to choose the transport company and the means of transport. The risk shall pass to the Buyer upon dispatch ex works even if carriage paid delivery has been agreed.

5.2 If the shipment is delayed due to circumstances for which the Buyer is responsible, the risk shall already pass to the Buyer at the time of readiness for shipment. The costs incurred by the delay (in particular storage costs) shall be borne by the Buyer.

5.3 For normal packaging, we charge 3.00% of the net invoice value, but at least 5.00 EUR (plus statutory value added tax) for a net goods value of 100.00 EUR or more.

§ 6 Duty to examine & notice of defects

6.1 The Buyer is obliged to inspect the delivered goods immediately after delivery and to notify us immediately in writing of any defects (§377 HGB). Defects which are notified late and which are not so-called hidden defects shall be excluded from liability for defects. Notices of defects given to field staff, carriers or other third parties shall not constitute notices of defects in due form and time.

6.2 In the event of a defect, the goods may only be returned to us with our prior consent. We are not obliged to accept returns made without our prior consent. In this case, the Buyer shall bear the costs of the return shipment.

6.3 In the event that a rectification of defects or a replacement delivery is made on the basis of a justified complaint, the provisions on delivery time shall apply accordingly.

§ 7 Liability for defects

7.1 In the event of proper fulfillment of the inspection and notification obligations by the Buyer, we shall be liable for defects in the delivery at our own discretion by remedying the defect or by delivery of a defect-free item (subsequent performance). The prerequisite for our liability for defects is that the defect is not insignificant.

7.2 If one of the two or both types of this supplementary performance is impossible or disproportionate, we shall be entitled to refuse it. We may also refuse subsequent performance as long as the Buyer does not fulfill his payment obligations towards us to an extent corresponding to the defect-free part of the performance rendered.

7.3 Should the aforementioned subsequent performance be impossible or fail, the Buyer shall be entitled to choose either to reduce the purchase price accordingly or to withdraw from the contract in accordance with the statutory provisions; this shall apply in particular in the event of culpable delay or refusal of the subsequent performance, as well as if this fails for the second time.

7.4 Unless otherwise provided below (Clause 7.5 et seq.), any further claims of the Purchaser, irrespective of their legal basis (in particular claims for damages arising from a breach of ancillary contractual obligations, tortious acts as well as tortious liability and claims for reimbursement of expenses with the exception of those under Section 439 (2) of the German Civil Code (BGB)), shall be excluded; this shall apply in particular to claims arising from damage outside the purchased item as well as to a claim for compensation for lost profit.

7.5 The exclusion of liability set forth in Section 7.4 shall not apply to an exclusion or limitation of liability for damages resulting from injury to life, body or health caused by a culpable breach of duty by us, our legal representatives or our vicarious agents. It also does not apply to an exclusion or limitation of liability for other damages that are based on an intentional or grossly negligent breach of duty on our part or on an intentional or grossly negligent breach of duty of a legal representative or vicarious agent.

7.6 In the event of culpable breach of an essential contractual obligation or a “cardinal obligation”, liability shall not be excluded, but shall be limited to the foreseeable damage typical for the contract.

7.7 Furthermore, the exclusion of liability shall not apply in those cases in which liability is assumed for damage to life, limb or health in the event of defects in the delivery item or for damage to property caused by privately used items. Insofar as we are liable to pay compensation for a defect in accordance with the provisions of the Product Liability Act, the scope of liability shall be governed exclusively by the provisions of this Act.

7.8 The exclusion of liability shall also not apply in the event of the assumption of a guarantee or the assurance of a characteristic, if it is precisely a defect covered by this that triggers the liability. A guarantee or assurance in the sense of an aggravation of liability or the assumption of a special obligation to indemnify shall only be deemed to have been given if the terms “guarantee” or “assurance” are expressly stated.

7.9 The foregoing shall apply mutatis mutandis to the case of reimbursement of expenses. Claims of the Buyer for expenses incurred for the purpose of supplementary performance, in particular transport, travel, labor and material costs, shall be excluded to the extent that expenses are increased because the subject-matter of the Supplies has subsequently been brought to another location than the Buyer’s branch office, unless doing so complies with the intended use of the Supplies.

7.10 Claims for material defects shall become statute-barred 12 months after the passing of risk. This shall not apply if the law (BGB) prescribes longer periods, as well as in cases of injury to life, body or health, in the event of an intentional or grossly negligent breach of duty by us and in the event of fraudulent concealment of a defect. The statutory provisions on suspension of expiry, suspension and recommencement of the periods shall remain unaffected.

§ 8 Prices

8.1 Prices are calculated from the supplier’s registered office in EURO plus the applicable value added tax.

8.2 The prices shall apply to the scope of performance and delivery listed in our order confirmations. Additional or special services shall be charged separately. The calculation of the material tax surcharge shall be shown separately according to the daily exchange rate.

§ 9 Payment conditions

9.1 All invoices from the date of the supplier’s invoice shall be paid net cash within 30 days (except for tool invoices & special construction).

9.2 Interest shall be charged on money owed at the applicable percentage rate (currently 5%) above the prime rate in accordance with § 288 BGB. We reserve the right to claim further damages. The customer is entitled to prove a lesser damage. The provision of § 353 HGB shall apply.

9.3 If checks or bills of exchange are not credited on time by the drawee, all claims otherwise due to us from the buyer shall become due at that time. Any other payment terms shall lapse. The same shall apply in the event that a claim is not paid when due.

9.4 Withholding of payment or offsetting on account of any counterclaims of the Buyer shall be excluded with the exception of undisputed or legally established claims.

9.5 All claims against the Buyer to which we are entitled, irrespective of the legal relationship, shall be due for payment immediately if a circumstance is realized which entitles us to withdraw from the contract pursuant to statutory provisions or contractual provisions.

§ 10 Code of Conduct

We are committed to the Code of Conduct of XINDUX Industrial Solutions GmbH, which can be viewed at <https://xindux.com>. Within the scope of his corporate responsibility, the supplier undertakes to act legally and ethically in accordance with our Code of Conduct when manufacturing products or providing services. Upon our request, the supplier shall declare our Supplier Code of Conduct to be binding.

§ 11 Retention of title

11.1 Any goods delivered by us shall remain our property until the purchase price has been paid in full and until all claims resulting from the business relationship have been settled in full (extended reservation of title). Any disposal of the goods subject to retention of title by the Buyer shall only be permitted in the regular course of the Buyer's business. Under no circumstances, however, may the goods be assigned to third parties as security in the course of regular business transactions.

11.2 In case of sale of the goods in the regular course of business, the paid purchase price shall take the place of the goods. The Buyer hereby assigns to us all claims arising from any sale. The buyer is authorized to collect these claims as long as he meets his payment obligations to us. With regard to the extended reservation of title (advance assignment of the respective purchase price claim), an assignment to third parties, in particular to a credit institution, is contrary to the contract and therefore inadmissible. We shall be entitled at any time to examine the Buyer's sales documents and to inform the Buyer's customers of the assignment.

11.3 If the Buyer's claim from the resale has been included in a current account, the Buyer hereby also assigns to us its claim from the current account against its customer. The assignment shall be made in the amount that we have charged the Buyer for the resold reserved goods.

11.4 In the event of seizure of the goods at the Buyer's premises, we shall be informed immediately by sending a copy of the execution record and an affidavit that the seized goods are the goods delivered by us and subject to retention of title.

11.5 If the value of the securities pursuant to the preceding paragraphs of this clause exceeds the amount of the outstanding claims secured thereby by more than 20% for the foreseeable future, the Buyer shall be entitled to demand the release of securities from us to the extent that the excess exists.

11.6 The assertion of our rights arising from the retention of title shall not release the Buyer from its contractual obligations. The value of the goods at the time of repossession shall only be credited against the claim against the Buyer to which we are entitled.

11.7 The processing or transformation of the goods subject to retention of title shall be carried out for us as manufacturer within the meaning of § 950 BGB (German Civil Code) without any obligation on our part. The processed or transformed goods shall be reserved goods within the meaning of this agreement. In the event of processing or transformation with other items not owned by us by the Buyer, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the reserved goods to the sum of the invoice values of the other items used and the processing value or transformation value. The purchaser shall store the new item for us free of charge. If the goods subject to retention of title are mixed or combined with other items and our ownership of the goods subject to retention of title thereby expires (§§ 947, 948 BGB), the Buyer's ownership or co-ownership rights to the mixed stock or the uniform item shall pass to us in the ratio of the invoice value of our goods subject to retention of title to the sum of the invoice values of the other mixed or combined items. The purchaser shall store them for us free of charge.

§ 12 Supplier's right of withdrawal

12.1 We shall be entitled to withdraw from the contract if, contrary to the assumption existing prior to the conclusion of the contract, it turns out that the Buyer is not creditworthy. Credit unworthiness can be assumed without further ado in a case of bill or check protest, cessation of payments by the Buyer or an unsuccessful attempt at compulsory enforcement at the Buyer. It is not necessary that the relationship is between us and the Buyer.

12.2 If it transpires that the Buyer has made incorrect statements with regard to his creditworthiness and that these statements are of considerable importance, or

12.3 if the goods subject to our retention of title are sold other than in the ordinary course of the Buyer's business, in particular by way of assignment as security or pledge, we shall also be entitled to rescind the contract. Exceptions to this shall only exist if we have declared our consent to the sale in writing.

§ 13 Data protection

13.1 Our current data protection provisions can be found at <https://xindux.com/data-protection/>.

13.2 If the Buyer obtains access to personal data in the course of providing the contractual services, it shall comply with the applicable data protection provisions, in particular collect, process and/or use personal data exclusively for the purpose of providing the contractual services (purpose clause), oblige its employees to maintain data secrecy and instruct them on the data protection provisions to be complied with.

§ 14 Partial invalidity

Should individual parts of these General Terms and Conditions of Sale be or become legally invalid, this shall not affect the validity of the remaining provisions; the same shall apply to the filling of gaps in these General Terms and Conditions of Sale.

§ 15 Place of performance & jurisdiction

15.1 Insofar as the Buyer is an entrepreneur or a legal entity under public law or a special fund under public law, the registered office of our company shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.

15.2 All obligations arising from the contractual relationship shall be deemed to be performed at the Supplier's registered office.

15.3 The law of the Federal Republic of Germany shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 shall not apply.

§ 16 Confidentiality

Both parties undertake to treat all commercial, technical and project-related information received within the business relationship as strictly confidential and not to disclose such information to third

parties without prior written consent.