SALES AND DELIVERY CONDITIONS

AXENTIS System Technologies GmbH (referred to as AST)

I. Offer

Our offers are always non-binding. In particular, we reserve the right to correct pricing errors. Documents belonging to the offer, such as illustrations, drawings, weights, and measurements, are only approximately authoritative unless explicitly marked as binding. We retain ownership and copyright of cost estimates, drawings, and other documents; these may not be made accessible to third parties.

II. Scope of Delivery

1. Only our written order confirmation is authoritative for the scope of delivery. Side agreements and changes require our written confirmation.

2. Dimensions, weights, illustrations, and drawings are only binding for execution if expressly confirmed in writing. Packaging will be done according to professional and commercial standards and charged as disposable packaging.

3. If deliveries are made according to the purchaser's instructions, drawings, templates, or other specifications, and third-party rights are violated as a result, the purchaser already agrees to indemnify us from all claims of third parties and any claims arising from legal defense.

4. If assembly has been agreed and is delayed due to the purchaser's fault, the purchaser shall bear the costs of waiting time and any necessary repeat trips of the assembly personnel.

III. Price and Payment

1. Prices apply, unless otherwise agreed, ex works (ExWorks) according to INCOTERMS 2010, excluding other expenses, plus statutory VAT. Regardless of the agreed price, we are entitled to separately charge increases in wages and material prices or other unforeseen costs up to the day of delivery.

2. Unless otherwise agreed, payment must be made in cash without deductions within 14 days of the invoice date.

3. In case of payment default, we are entitled to charge interest at a rate of 3% above the current discount rate of the Deutsche Bundesbank, but at least 8% per annum.

IV. Delivery Period – Delivery Date

1. The delivery period begins with the dispatch of the order confirmation, but not before receipt of the documents, approvals, and clearances to be provided by the purchaser and before receipt of an agreed advance payment.

2. The delivery period is met if the delivery item has left the factory or readiness for shipment has been communicated by the end of the period. Cancellation by the buyer or claims for damages due to delay are excluded.

3. The delivery period is reasonably extended in the event of labor disputes, especially strikes and lockouts, as well as unforeseen obstacles beyond the control of the supplier, provided such obstacles can be proven to have a significant effect on the completion or delivery of the delivery item. This also applies to subcontractors. The supplier will inform the purchaser as soon as possible about the beginning and end of such hindrances.

4. If shipment is delayed at the purchaser's request, beginning one month after notification of readiness for shipment, the costs incurred by storage will be charged, at least 0.5% of the invoice amount for each month. The supplier is entitled, after setting and unsuccessfully passing a reasonable deadline, to dispose of the delivery item elsewhere and to supply the purchaser with an appropriately extended deadline.

5. Compliance with the delivery deadline also requires that the agreed payment terms are met.

6. We reserve the right to decide on a case-by-case basis whether to accept bills of exchange. Credit is granted only with the usual reservation. Bank charges are borne by the purchaser. Discount deductions are not accepted for bill of exchange payments.

7. Retention of payment or offsetting due to alleged counterclaims of the purchaser is excluded, even if included in a commercial current account.

V. Transfer of Risk and Acceptance

1. According to INCOTERMS 2010, the risk transfers to the purchaser with dispatch of the delivery items ex works, even if partial deliveries are made or the supplier undertakes other services such as shipping costs or installation. On request and at the purchaser's expense, the supplier will insure the shipment against theft, breakage, transport, fire, and water damage, as well as other insurable risks.

2. If dispatch is delayed due to circumstances attributable to the purchaser, the risk transfers from the date of readiness for dispatch. However, the supplier is obliged to arrange insurance at the purchaser's request and expense.

3. Delivered items must be accepted by the purchaser, even if they have minor defects, without prejudice to rights under Section VII.

4. Partial deliveries are permitted.

VI. Retention of Title

1. The supplier retains ownership of the delivery item until full payment from the delivery contract has been received.

2. The supplier is entitled to insure the delivery item against theft, breakage, fire, water, and other damage at the purchaser's expense, unless the purchaser proves that insurance has been arranged.

3. The purchaser may not pledge or transfer the item as collateral. In the event of seizure or other interventions by third parties, the purchaser must notify the supplier immediately.

4. In the event of the purchaser's breach of contract, especially in case of payment delay, the supplier is entitled to reclaim the item after notice, and the purchaser must return it. Asserting the retention of title and seizing the item does not constitute a withdrawal from the contract, unless the Installment Purchase Act applies.

VII. Liability for Defects

1. The supplier is liable for defects, including the absence of explicitly guaranteed properties, to the exclusion of further claims, as follows: All parts that prove unusable or significantly impaired within six months of commissioning (or three months for multiple shifts) due to circumstances prior to the transfer of risk (e.g., faulty design, poor materials, defective workmanship) shall, at the supplier's discretion, be repaired or replaced free of charge. The purchaser must notify the supplier immediately in writing. Replaced parts become the supplier's property. If shipping, installation, or commissioning is delayed through no fault of the supplier, liability expires 12 months after the transfer of risk. For third-party components, liability is limited to the assignment of supplier's claims.

2. The purchaser's rights from defects expire six months after timely notification, but not before the end of the warranty period.

3. No warranty is provided for damage arising from improper use, faulty installation, natural wear, negligent handling, unsuitable operating materials, poor construction, unsuitable foundation, or chemical/electrical influences unless attributable to the supplier.

4. The purchaser must give the supplier adequate time and opportunity for repairs or replacements; otherwise, the supplier is released from liability. Only in urgent cases involving operational safety or excessive damage, or if the supplier is in delay, may the purchaser correct the defect and claim reimbursement.

5. Direct costs of justified repairs or replacements are borne by the supplier for the replacement item. Other costs are borne by the purchaser.

6. Warranty for the replacement part is three months, at least until the original warranty period expires. The liability period is extended by the repair time.

7. If the purchaser or a third party carries out improper modifications or repairs without prior supplier approval, liability is void.

8. Additional claims, particularly for damages or expenses, are excluded.

VIII. Jurisdiction

In all disputes arising from this contract, if the purchaser is a merchant, a legal entity under public law, or a special fund under public law, the competent court is at the supplier's headquarters or executing branch. The supplier is also entitled to sue at the purchaser's principal place of business.

IX. General Provisions

Purchasing conditions attached to the purchaser's inquiry or order do not apply. Special conditions that conflict with these sales terms are only valid if confirmed in writing. By accepting these sales terms without objection, the purchaser agrees to waive their own terms, even if those explicitly reject other conditions.

As of: July 2025

Management of AXENTIS System Technologies GmbH, Lauchheim