

§ 1

Scope of application

(1) These General Terms and Conditions (hereinafter referred to as 'GTC') apply to all offers, deliveries and services provided by CLK GmbH (hereinafter referred to as 'CLK') to its clients (hereinafter referred to as 'Client' or 'Customer'). They also apply to all future transactions between the contracting parties without the need for further reference.

(2) The terms and conditions of sale apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB). We only recognise terms and conditions of the buyer that conflict with or deviate from our terms and conditions of sale if we expressly agree to their validity in writing.

§ 2

Offer and conclusion of contract

(1) These GTC also apply to pre-contractual relations between CLK and the Customer/Client. Offers made by CLK shall always be understood as an invitation to the Customer to submit an offer and shall only result in the conclusion of a contract once the Customer has submitted an offer to CLK and this has been accepted by CLK. If an order is to be regarded as an offer in accordance with Section 145 of the German Civil Code (BGB), CLK may accept this offer within four weeks. Offers made by CLK are subject to change.

(2) The conclusion of the contract, subsequent amendments and additions to the contract, as well as termination, reminders and the setting of deadlines by the Customer, must be made in writing to be effective. This also applies to any waiver of the written form requirement. Verbal ancillary agreements are not valid.

(3) Any commitments of any kind that establish a further obligation on the part of CLK beyond that specified in these General Terms and Conditions require the express written confirmation of CLK. Guarantees require the express written confirmation of CLK's management.

§ 3

Documents provided

(1) CLK reserves the ownership rights and copyrights to all documents provided to the Client in connection with the order placement, such as calculations, drawings, etc. These documents may not be made accessible to third parties unless CLK gives the Client its express written consent to do so. If CLK does not accept the Client's offer within the period specified in § 2, these documents must be returned immediately. Business or trade secrets shall be treated as strictly confidential.

(2) The Client must obtain any official and other approvals for offers made by CLK. The documents, samples or specimens belonging to the offer, and in particular the technical data and descriptions in the respective product information or materials, are non-binding and are for information purposes only. They do not constitute a guarantee of the quality or durability of the goods to be delivered or services to be provided by CLK.

§ 4

Prices and payments

(1) All prices apply only to orders for all services offered and to uninterrupted new installation and repair with subsequent commissioning. Services are provided against individual invoicing.

(2) Unless otherwise agreed in writing, CLK's prices are ex works, excluding packaging and plus VAT at the applicable rate. Packaging and transport costs will be invoiced separately.

(3) Payment of the purchase price must be made exclusively to one of the accounts specified on the reverse side. Discounts are only permitted if specifically agreed in writing.

(4) All payments must be made within 10 days of the invoice date. Interest on arrears will be charged at 8% above the respective base interest rate p.a. We reserve the right to claim higher damages for delay.

(5) Services that are not included in the order or deviate from the service description will be charged according to time and effort.

(6) If the Client defaults or if circumstances become known after conclusion of the contract that call into question its creditworthiness, CLK shall be entitled to demand immediate payment of the entire remaining debt of the Client, to demand advance payments or security deposits or, after expiry of a reasonable grace period, to withdraw from the contract without prejudice to any other rights. CLK shall have particular doubts about the Client's creditworthiness if the Client suspends payments, insolvency proceedings have been opened against the Client's assets or if an application for the opening of insolvency proceedings has been filed or insolvency proceedings have not been opened due to lack of assets.

The Client may only offset counterclaims that are undisputed, recognised by CLK or have been legally established. The same applies to the assertion of rights of retention.

§ 5

Delivery/performance of the service

(1) The delivery period stated by CLK shall only commence if the Customer has duly fulfilled its obligations in due time. The defence of non-performance of the contract remains reserved.

(2) If the buyer is in default of acceptance or culpably violates other duties to co-operate, CLK shall be entitled to demand compensation for the damage incurred in this respect, including any additional expenses. CLK reserves the right to assert further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased goods shall pass to the buyer at the time when the Customer is in default of acceptance or payment.

(3) All installations by CLK shall generally be carried out at the place of installation. In the case of stationary equipment, repair work shall be carried out at the place of installation, unless prior inspection has shown that proper repair work can only be carried out at the manufacturer's works. In the case of repair work, CLK shall also be entitled to remedy such defects which only become apparent during the repair work and the remedy of which is necessary for operational safety, unless the order was limited to the remedy of a specific defect or a cost estimate was submitted which would be significantly exceeded if the additional defect were taken into account.

(4) If the service promised by CLK is not available because CLK was not supplied by its subcontractor or subcontractors, CLK is entitled to provide a service of equivalent quality and price. If this is also not possible, CLK may withdraw from the contract. In this case, CLK shall immediately inform the Client of the non-availability and reimburse any payment already made by the Client without delay.

(5) CLK shall be liable for delays in performance in cases of intent or gross negligence on the part of the seller or a representative or vicarious agent in accordance with the statutory provisions. In other cases of delay in performance, CLK's liability for damages in addition to performance shall be limited to 5% and for damages in lieu of performance to 15% of the value of the delivery. Any further claims of the Client shall be excluded – even after expiry of any deadline set to the seller for performance. The above limitation shall not apply to liability for injury to life, limb or health.

§ 6

Transfer of risk upon dispatch

(1) If the goods are shipped to the Client at the Client's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the Client upon dispatch to the Client, at the latest upon leaving the factory/warehouse. This shall apply regardless of whether the goods are shipped from the place of performance or who bears the freight costs.

§ 7

Retention of title

(1) CLK retains ownership of the delivered goods or the installed system until all claims arising from the business relationship between CLK and the Client have been settled. Prior to this, the Client is prohibited from pledging or transferring the goods by way of security. CLK is entitled to take back the goods/system if the Client breaches the contract.

(2) As long as title has not yet passed to the Client, the Client is obliged to treat the goods/equipment with care. In particular, the Client is obliged to insure the goods/equipment adequately at their own expense against theft, fire and water damage at replacement value. If maintenance and inspection work has to be carried out, the Client shall carry out such work in due time at their own expense. As long as the ownership has not yet been transferred, the buyer shall immediately notify CLK in writing if the delivered item is seized or exposed to other interventions by third parties. If the third party is not in a position to reimburse CLK for the judicial or extrajudicial costs of an action pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the Client shall be liable for the loss incurred by CLK.

(3) The Client is entitled to resell the purchased goods subject to retention of title. The Client hereby assigns to CLK all claims against their customers in the amount of CLK's claims. CLK accepts the assignment. The Client remains entitled to collect the assigned claim. This authorisation to collect expires if the Client defaults on payment or otherwise suffers financial collapse.

(4) The processing or transformation of the equipment/goods by the Client shall always be carried out in the name of and on behalf of CLK. If the goods/equipment are processed with other objects not belonging to CLK, CLK shall acquire co-ownership of the new item in the ratio of the objective value of the object of sale to the other processed items at the time of processing. The same applies in the event of mixing; if the items are mixed in such a way that the Client's item is considered the main item, it is agreed that the Client shall transfer co-ownership to CLK on a pro rata basis and shall hold the resulting sole ownership or co-ownership in safe custody for CLK. In order to secure CLK's claim against the Client, the Client also assigns to CLK such claims against a third party which accrue to the Client as a result of the combination or goods subject to retention of title with a property; CLK accepts this assignment.

§ 8

Right to use software

(1) Insofar as the delivery item contains software produced by CLK or constitutes the delivery item, the Customer shall be granted a simple, non-exclusive, non-transferable and non-sublicensable right of use, unless otherwise agreed in the contract. The software may only be used within the scope of its intended use in accordance with the accompanying operating instructions and exclusively for the customer's own purposes, unless expressly agreed otherwise in writing. CLK reserves the right to continue using the software, to modify it and to make it available to third parties, unless otherwise agreed.

(2) The Customer may not reproduce the software and/or transfer it to other hardware components. They may not pass on the software or grant rights of use to third parties. Insofar as software constitutes the delivery item, the right of use is limited to one device on which the software may be used, unless expressly agreed otherwise in writing. If the software is to be used on additional devices, additional licences must be purchased.

§ 9 **Acceptance**

(1) If acceptance is required by law or has been agreed, the following shall apply:

a) The Client shall accept the service in writing within 15 days of CLK's declaration that the service is ready for acceptance, provided that it essentially fulfils the guaranteed characteristics agreed in the contract. This shall not exclude subsequent implied acceptance. The Customer shall declare acceptance regardless of any minor defects that may have been identified.

b) If the Client identifies significant defects during the acceptance test, it may refuse acceptance. Refusal of acceptance must be made in writing and include a detailed description of the defects preventing acceptance. CLK shall remedy these defects within a period appropriate to the severity of the defect.

c) After being notified that the defects have been remedied, the Client shall re-examine the performance within 5 working days. If, even after this acceptance test, the performance still deviates significantly from the agreed guaranteed characteristics or requirements, the Client may withdraw from the contract. Further claims can only be asserted within the scope of § 5.

d) A service shall be deemed accepted if the customer does not declare acceptance within the 15-day period, even though the agreed guaranteed characteristics and requirements have been substantially fulfilled, or if the customer uses the service in operational business for a period of more than 2 days.

(2) CLK may demand that the customer also accept services for which no acceptance is provided for in these paragraphs. The provisions of (1) shall apply.

§ 10 **Warranty**

(1) The buyer's warranty rights presuppose that they have duly fulfilled their obligations to inspect and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB).

(2) Claims for defects shall become time-barred 12 months after delivery of the delivered goods to the Client or after acceptance of the service by the Client. Sentence 1 shall not apply if longer periods are mandatory under Sections 438(1)(2) and 479(1) of the German Civil Code (BGB) and Section 634a(1) of the German Civil Code (BGB).

(3) The limitation periods pursuant to paragraph 2 shall also apply to all claims for damages against CLK that are related to the defect, regardless of the legal basis of the claim. Insofar as claims for damages of any kind against CLK exist that are not related to a defect, the limitation period set out in paragraph 2 sentence 1 shall apply.

(4) The limitation periods pursuant to paragraphs 2 and 3 shall apply with the following proviso:

a) The limitation periods shall generally not apply in cases of intent.

b) The limitation periods shall also not apply if CLK has fraudulently concealed the defect or if CLK has assumed a guarantee for the quality of the delivered goods.

c) Furthermore, the limitation periods shall not apply to claims for damages in cases of injury to life, limb or health, in cases of claims under the Product Liability Act or other mandatory statutory provisions, in cases of grossly negligent breach of duty and in cases where essential contractual obligations are breached.

d) With regard to the claims for damages mentioned in letter c), CLK shall be liable in accordance with the statutory provisions.

e) If, despite all due care, the delivered goods have a defect that was already present at the time of transfer of risk, CLK shall, subject to timely notification of defects, either repair the goods or deliver replacement goods at CLK's discretion. Opportunity for subsequent performance within a reasonable period of time must always be granted. Recourse claims remain unaffected by the above provision without restriction. If subsequent performance fails, both the Client and CLK may withdraw from the contract.

§ 11 **Miscellaneous**

(1) This contract and all legal relationships between the parties are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The place of performance and exclusive place of jurisdiction for all disputes arising from this contract is Steinfurt, unless otherwise stated in the order confirmation.

(3) All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.

Should individual provisions of this contract be or become invalid or contain a loophole, the remaining provisions shall remain unaffected. The parties undertake to replace the invalid provision with a legally permissible provision that comes closest to the economic purpose of the invalid provision or fills the loophole.