

## **General Terms and Conditions GTC**

**CA Anlagentechnik GmbH**  
**March 2023**

### **1. Scope of application**

- 1.1 These Terms and Conditions of Sale exclusively apply to entrepreneurs, legal entities under public law or special government-owned funds under public law within the meaning of Section 310 Paragraph 1 of the German Civil Code (BGB). We shall only accept terms and conditions of the Buyer that conflict with or deviate from our own Terms and Conditions of Sale if we explicitly approve their validity in writing.
- 1.2 Our Terms and Conditions of Sale shall also apply to all future transactions with the Buyer for any legal transactions of a related nature.
- 1.3 Individual agreements made with the Buyer on a case-by-case basis (ancillary agreements, supplements and amendments included) shall always take precedence over these Terms and Conditions of Sale. Subject to proof to the contrary, the content of such agreements shall be subject to either a written contract or our written confirmation.

### **2. Quote and conclusion of contract**

All quotes are subject to change and non-binding.  
Insofar as an order is to be regarded as an offer in accordance with Section 145 of the German Civil Code (BGB), we may accept it within two weeks.  
The nature and scope of the services are determined by the order confirmation along with the corresponding quote.  
The contract comes into effect upon receipt of the written order confirmation.

### **3. Documents provided**

We reserve all rights of ownership and copyrights to all records and documents – including the electronic form – made available to the Buyer in connection with the placing of the order, such as calculations, drawings, etc. These documents may not be made available to third parties unless this is necessary for the execution of the project or we give the Buyer our explicit written consent to do so.

### **4. Prices and payment**

- 4.1 Unless otherwise stipulated in writing, our prices are ex works excluding packaging and plus value added tax at the applicable rate.  
Any transport costs (packaging, loading and delivery) that are not included will be invoiced separately.
- 4.2 Payment of the purchasing price must be made exclusively to the account specified on the invoice. The deduction of a discount is only permissible with a special written agreement.
- 4.3 Provided that nothing else is agreed, invoices are payable within 10 days of the invoice date.
- 4.4 Unless a fixed price agreement has been made, we reserve the right to make reasonable and appropriate price changes due to changes in labour, material and distribution costs for consignments that take place 3 months or later after signing of the contract.

### **5. Delivery, installation and commissioning**

- 5.1 The start of the delivery period stated by us presumes timely and proper fulfilment of the Buyer's obligations. The right to object to non-fulfilled contracts remains reserved.
- 5.2 The delivery time starts after technical and commercial matters have been clarified. If significant changes are subsequently made to the ordered system or component, this may lead to a change in the delivery time.
- 5.3 A delivery delay resulting from force majeure or similar external unforeseeable circumstances (such as a pandemic or delays in the supply of construction components for which we are not at fault) shall entitle us to withdraw from supply obligations in part or as a whole.
- 5.4 If the Buyer falls into default of acceptance or if it culpably breaches other cooperation duties, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims.
- 5.5 Minor deviations (of a maximum of 14 days) from confirmed delivery deadlines do not entitle the Buyer to claim damages or to cancel the order.
- 5.6 The dates for assembly and commissioning are only binding if confirmed in writing. A postponement of the dates in consultation with the Buyer is possible.
- 5.7 If assembly or commissioning is delayed due to circumstances for which the Buyer is responsible, the costs of the waiting time or the wasted journey shall be reimbursed.
- 5.8 Further legal claims and rights of the Buyer in the event of a delay in delivery remain unaffected.

### **6. Transfer of risk upon shipment**

If the goods are sent to the Buyer at the wish of the latter, the risk of accidental loss or deterioration of the purchased item(s) shall pass to the Buyer upon dispatch to him/her, at the latest upon leaving the factory/warehouse. The above shall apply irrespective of whether shipment of the goods is made from the place of performance and regardless of who bears the freight costs.

### **7. Retention of title**

- 7.1 We shall retain title to the delivered item until full payment of all claims arising from the delivery contract. This also applies to all future deliveries, even in cases where we do not expressly refer to this. We shall be entitled to reclaim the purchased item if the Buyer behaves contrary to the contract.
- 7.2 The Buyer is obligated to treat the purchased item with care as long as ownership has not yet passed to him/her. In particular, the Buyer shall be obliged to insure the item at the Buyer's own expense against theft, fire and water damage at sufficient reinstatement value.

**8. Warranty and notice of defects as well as recourse/manufacturer's recourse**

- 8.1 Warranty rights of the Buyer presumes that the Buyer has duly complied with his/her obligations to inspect the purchased item(s) and to give notice of any defects pursuant to Section 377 of the German Commercial Code (HGB). (The deadline for requirement to give notice of defects is 14 days)
- 8.2 Claims for defects are subject to a time bar period of 12 months after delivery of the goods supplied by us to the Buyer. The statutory limitation period shall apply to claims for damages in the event of intent and gross negligence as well as in the case of injury to life, body and health due to intentional or negligent dereliction of duty on the part of the user. The return of delivered goods requires our prior consent.
- 8.3 Should, despite all due care, the delivered goods have a defect which already existed at the time of the transfer of risk, we shall, provided that notice of defects is given in due time, either repair the goods or deliver replacement goods at our discretion. We shall always be given the opportunity for subsequent fulfilment within a reasonable period of time. Should this not be possible, the Buyer may – irrespective of any claims for damages – withdraw from the contract or reduce the payment.
- 8.4 There shall be no claims for defects in the case of only minor deviations from the agreed characteristics, in the case of only minor impairment of usability, in the case of natural wear and tear as well as in the event of defects arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operational equipment, faulty construction work, unsuitable foundation or the result of external influences which are not provided for as per the contract. If unprofessional or improper maintenance work or modifications are performed by the Buyer or third parties, there is no claim for damages as to this or the consequences thereof.
- 8.5 Claims by the Buyer for costs incurred in connection with the purpose of remedying any defects and subsequent fulfilment, in particular transport, travel, labour and material costs, including any dismantling and installation costs, shall be excluded insofar as the expenses increase because the goods delivered by us have subsequently been taken to a location other than the Buyer's place of business, unless the transfer is in accordance with their intended use.

**9. Miscellaneous**

- 9.1 This contract, as well as the entire legal relationship between the Parties, shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 9.2 Place of performance and sole place of jurisdiction for all disputes arising from this contract is our registered office, unless otherwise stated in the order confirmation.
- 9.3 Any and all terms and agreements made between the Parties for the purpose of executing this contract are set out in writing in this contract. Any changes or amendments shall also be made in writing.

**10. Severability**

- 10.1 Should any of the provisions of this contract be ineffective or unenforceable or become ineffective or unenforceable after conclusion of the contract, this shall not impair the validity of the remaining contract. The ineffective or unenforceable provision shall be replaced by such an effective and enforceable provision whose effects of which come as close as possible to the commercial objectives pursued by the Contracting Parties with the ineffective or unenforceable provision.