

General terms and conditions (03.02.2020)

I. Scope of delivery or service

Our written order confirmation and the following terms of delivery determine the scope and timing of our deliveries or services. They shall also apply to all future deliveries, services or offers to the customer, even if they are not separately agreed again.

The customer's terms and conditions shall not apply, even if we do not separately object to their validity on a case-by-case basis. Even if we refer to a letter which contains or refers to the customer's terms and conditions, this does not imply any agreement with the validity of those terms and conditions.

We reserve unrestricted title and copyright to cost quotations, drawings and other documents. Without our express consent, the customer may not make them available to third parties, either as such or in terms of their content, disclose them, use them or have them used or reproduced by third parties. Drawings and other documents which are part of quotations must be returned to us without delay if the order is not placed with us. Sentences 1 and 2 shall apply accordingly to the customer's documents; however, these may be made available to third parties to whom we have permissibly transferred deliveries or services.

II. Prices

The prices are valid for the scope of service and delivery listed in the order confirmation. Additional or special services are charged separately, including support by telephone, e-mail or remote diagnosis. Unless otherwise agreed, the prices are in Euro ex works plus packaging, statutory value added tax, customs duties for export deliveries as well as fees and other public charges.

III. Retention of title

- a) We reserve title to the delivery item (reserved goods) until all our receivables against the customer arising from the business relationship, including future claims, even those arising from contracts concluded at the same time or at a later date, have been settled. Receivables arising from the business relationship are also receivables on our side from service contracts (commissioning of equipment, employee training, etc.) concerning the delivered goods. In the event of seizure or other interventions by third parties, the customer must notify us immediately.
- b) The customer is entitled to process and resell the delivery item in the ordinary course of business. This entitlement ends if the customer is in default of payment, or if the customer ceases to make payments or if an application is made to open insolvency or bankruptcy proceedings against the customer's assets. Use of the reserved goods for the fulfilment of contracts for work and services and contracts for labour and materials shall also be deemed to be resale. The customer's receivables arising from the resale of the reserved goods are hereby assigned to us in the amount of the respective invoice value (including VAT). The receivables serve as security to the same extent as the reserved goods. The customer is not entitled to dispose of the reserved goods in any other way, with particular reference to pledging them or assigning them as security. Furthermore, the customer is prohibited from assigning receivables from the transfer of our items to third parties.
- c) By processing and working the reserved goods, the customer does not acquire ownership of the new item in accordance with Section 950 of the German Civil Code (Bundesgesetzbuch, BGB). Processing or alteration is carried out on our behalf without any obligation on our part. Treated and processed goods shall be deemed to be reserved goods.
- d) If the reserved goods are processed, combined or mixed with other goods, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the reserved goods to the invoice value of other goods used. If our ownership expires due to combination, mixing or processing, the customer hereby assigns to us their ownership and expectant rights to the new inventory or item to the extent of the invoice value of the reserved good—for processing, this shall be in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used—and shall store them safely for us free of charge. Our co-ownership rights shall be deemed to be reserved goods.
- e) If the reserved goods are resold by the customer together with other goods, the receivable from the resale is assigned to us in the ratio of the invoice value of the reserved goods to the invoice value of the other goods. In the event of resale of goods in which we have co-ownership shares in accordance with d), part of the receivable corresponding to our co-ownership share shall be assigned to us. If the customer sells this receivable within the scope of genuine factoring, which requires our approval, they shall assign to us the receivable against the factor which replaces it.
- f) At our request, the customer is obliged to provide us with a precise list of their receivables with the names and addresses of their customers, to notify their customers of the assignment and to provide us with all information

necessary to assert the assigned claims. As soon as the customer is in arrears with a payment or if their financial circumstances deteriorate, they authorise us to notify the customers of the assignment and to collect the receivables ourselves. We can demand that the inventory of the assigned receivables is reviewed by our representatives on the basis of the customer's accounting. The customer shall provide us with a list of the goods still subject to retention of title.

- g) For current accounts, the reserved property and all rights shall be deemed security for our entire balance receivable including interest and costs.
- h) If the value of the existing securities exceeds our receivables by more than 20% in total, we are obliged to release securities of our choice at the request of the customer.
- i) For bills of exchange, cheques, etc., payment shall not be deemed to have been made until the customer has made secured payment. We only accept cheques on account of performance. Payments which are made in return for a bill of exchange issued by us shall only be deemed to have been made when recourse to us by cheque and/or bill of exchange is excluded. Notwithstanding our further security rights, the securities granted to us shall remain in force until this point in time.
- j) If we withdraw from the contract in the event of conduct on the part of the customer in breach of contract, in particular default of payment (case of realisation), we shall be entitled to demand that the reserved goods are returned. All costs arising from the repossession of the delivery item shall be borne by the customer.

IV. Terms of payment

Payments shall only become effective upon receipt in our business accounts. Offsetting or retention is only permissible with or based on customer receivables which are undisputed or legally established. Term of payment: 14 days from the invoice date without deduction.

V. Term for deliveries or services

If delivery periods have been expressly agreed, we can—without prejudice to our rights arising from default on the part of the customer—demand an extension for the period during which the customer does not fulfil their contractual obligations to us.

If delivery without installation has been agreed, the delivery period shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with transportation. If the customer collects the delivery items, handover to the customer or their representative shall determine time of handover. If dispatch or handover to the customer is delayed for reasons that fall within the customer's sphere, our notification of readiness for dispatch (date of sending the notification) to the customer shall be deemed to be the date of delivery.

We shall not be liable for impossibility of delivery or for delays in delivery if these are caused by force majeure or other events that were not foreseeable at the time the contract is concluded (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lock-outs, official measures or the failure of suppliers to deliver, incorrect delivery or delayed delivery), unless we are responsible for the event. Insofar as such events make it considerably more difficult or impossible for us to deliver or perform and the hindrance is not merely of a temporary nature, we shall be entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery or performance period shall be extended by the time of the hindrance. Insofar as the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, they may withdraw from the contract by means of an immediate written declaration to us.

We are entitled to make partial deliveries if these can be used by the customer within the scope of the contractual purpose, if the delivery of the remaining ordered goods is ensured and if the customer does not incur any additional costs as a result of this.

If we are in default with a delivery or if a delivery becomes impossible for whatever reason, our liability is limited to compensation for damages in accordance with Section IX of these General Terms of Delivery.

VI. Transfer of risk

The risk shall pass to the customer as soon as the ordered goods have been dispatched or collected by the customer or delivered by us. If dispatch or handover is delayed as a result of a circumstance under the customer's control, risk shall pass to the customer from the day on which the delivery is ready for dispatch and we have notified the customer of this.

Storage costs after transfer of risk shall be borne by the customer. From the 1st of the month following our notification of readiness for dispatch, we are entitled to demand storage charges from the customer in the amount of 0.5% of the net invoice amount for each month or part thereof. We reserve the right to assert and prove further or lower storage costs.

At the request of the customer, the consignment will be insured against breakage, transport and fire damage at the customer's expense.

VII. Installation

If, in addition to delivery, we are also obliged to carry out installation, the following provisions shall apply, unless otherwise agreed in writing:

The customer must provide all personnel or material resources at their own expense and make any necessary preparations or carry out any advance performance. If, as a result of special circumstances at the installation site, protective clothing or protective devices are required which are not standard for us in the industry, the customer must also provide these at their own expense. Before installation work begins, the customer must provide all of the information required for installation (e.g. cooling lubricant supply and other circumstances which may be of significance to operate our equipment).

We charge for installation work at the rates agreed upon when the order was placed, and in the absence of an agreement, at the rates standard in the industry, for working hours and surcharges, for overtime, night work, work on Sundays and public holidays, for work under difficult circumstances as well as for planning and supervision. Furthermore, necessary travel and transport costs shall be reimbursed. If not agreed separately, the installation does not include the modification or adaptation of machine circuit diagrams.

If installation or commissioning is delayed by circumstances for which we are not responsible, the customer shall reimburse any costs incurred for waiting time, overnight accommodation and any potential repeated travel and transport.

We shall not be liable for actions of our installation personnel or other vicarious agents, insofar as these are not connected with the delivery and installation or insofar as these actions are initiated by the customer.

VIII Liability for defects

The obligation of warranty and liability only applies to process sequences that can be monitored. Process sequences can be monitored if the condition to be monitored (e.g. tool wear, breakage, gap elimination, etc.) is subject to a reproducible change of the measured value processed by the monitoring device (acoustic emission, effective power, current, force, pressure, etc.) compared to the normal condition. For this reason, any liability and/or warranty obligation is excluded for cases of damage in which monitoring by the delivery items is technically impossible due to the lack of a sufficiently reproducible change in the measured value. We shall only be liable for damages if the customer proves that no faulty limit value setting for which they are responsible caused the damage.

The warranty period is one year from delivery or, if acceptance is required, from acceptance.

The delivered items must be inspected immediately after delivery to the customer. They shall be deemed to have been approved unless we receive a written notice of defects with regard to obvious defects or defects which are recognisable upon immediate careful examination within ten working days of delivery or otherwise within ten working days of the defect being discovered.

If delivered goods exhibit a material defect, we are obliged and entitled to choose within a reasonable period of time during which we will choose to either repair or replace the defective goods. The parts or spare parts to be repaired shall be sent by post. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the customer may withdraw from the contract or reduce the purchase price appropriately.

If we are responsible for the defect, the customer may demand compensation for damages under the conditions specified in Section IX.

The warranty does not apply if our tool monitors are operated with sensors that were not purchased from us.

We are not liable for faults in the delivery item caused by external influences, such as strong electromagnetic fields, humidity, excessive temperatures or rapid temperature changes and insufficient cooling lubricant or cooling lubricant containing air bubbles in a disruptive quantity.

Our liability for consequential damages shall not apply if the monitoring system takes over the function of a feed changeover by detecting the contact between tool and work piece (gap elimination) and the customer fails to provide protection by additionally specified feed changeover points.

We are not liable for consequential damages of a tool monitor defect if this could have been avoided by connecting a feed release signal. This signal is used to indicate a tool monitor malfunction.

Furthermore, the warranty shall not apply if the customer modifies the delivery item or has it modified by third parties and eliminating the defect is thereby rendered impossible or unreasonably difficult. In any case, the customer must bear any additional costs of removing the defect that arose as a result of the modification.

IX Liability for damages due to culpability

Our liability for damages, irrespective of the legal basis, in particular on account of impossibility, default, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and unlawful acts, shall be limited in accordance with the provisions of this section, Section IX, insofar as this involves culpability.

We are not liable in the case of simple negligence on the part of our bodies, legal representatives, employees or other vicarious agents as well as in the case of simple and gross negligence on the part of our non-executive employees or other vicarious agents, insofar as this is not a violation of essential contractual obligations. Essential contractual obligations are material when they involve an obligation to provide timely, defect-free delivery and installation, as well as consulting, protection and care obligations, which are intended to enable the customer to use the delivery item in accordance with the contract, or which are intended to protect the life and limb of customer or third-party personnel or to protect the customer's property from substantial damage.

Insofar as we are liable for damages on merits, this liability is limited to damages which we anticipated at the time of the contract being concluded as a possible consequence of a breach of contract or in consideration of circumstances which were known to us or which we should have anticipated had we exercised due care. Indirect damages and consequential damages resulting from defects in the delivery item are furthermore only eligible for compensation insofar as such damage is typically to be expected when the delivery item is used as intended.

In the event of liability for simple negligence, our obligation to pay compensation for damage to property or personal injury in the area of general liability is limited to an amount of €3,000,000.00 per claim, and for product liability this is limited to €1,000,000.00 per claim (corresponding to the current cover amount of our liability insurance or product liability insurance), even if it is a breach of essential contractual obligations.

X. Place of jurisdiction, choice of law

If the customer is a registered trader, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Cologne. The contract is subject to German law.

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