General Terms and Conditions of ARADEX AG Status: 20260623

I. Scope of deliveries / services

a. General provisions

For the legal relationship between the customer and ARADEX for deliveries and services by ARADEX, the following General Terms and Conditions of Delivery exclusively, insofar as the customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code). General terms and conditions of the customer that contradict the following regulations, contain additional or deviating regulations, only apply insofar as ARADEX has expressly agreed to them in writing. The scope of deliveries and services shall be determined by the mutual concurring written declarations. If these are not available, the written order confirmation from ARADEX is authoritative. If no such confirmation has been issued, the terms and conditions of the written order shall prevail.

Protective devices are supplied insofar as this is required by law or has been expressly agreed.

Operating and installation instructions are supplied in German.

The regulations of the Association of German Electrical Engineers shall apply to all deliveries or services insofar as they are relevant to the safety of the deliveries/services. Deviations are permissible insofar as the same safety is guaranteed in another way.
ARADEX reserves all property rights and copyrights of use and exploitation of cost estimates, drawings, calculations, software, and other documents without restriction. These may only be made accessible to third parties with ARADEX's prior consent. All offers and documents must be returned immediately upon request if the order is not placed. This also applies accordingly to documents of the customer.

Individual additional agreements made in individual cases between the customer and ARADEX take precedence over these General Terms and Conditions of Delivery. Subject to proof to the contrary, a written agreement or the written confirmation of ARADEX shall be decisive for the content of such agreements.

b. Scope of delivery of software/ firmware

If the order includes the delivery of software or firmware, the following applies in addition, unless otherwise agreed in writing between ARADEX and the customer:

- In the case of standard software/firmware and technology modules, the customer shall receive a non-exclusive right of use to this software for an unlimited period of time for the use of the equipment supplied. The right of use is transferable within the framework of the contractual agreements. Duplications are only permitted for the intended use. The customer is not entitled to modify the software unless this is compulsorily permitted under copyright law. In all other respects, the general terms and conditions of delivery of ARADEX apply in particular to liability, warranty, and industrial property rights and copyrights as set out in II. below.

- If software is created specifically for the customer ("software application"), the customer has the non-exclusive, temporally and spatially unrestricted right to use the software in all ways, in particular to reproduce it as often as desired and to use it for his own purposes. The customer is free to transfer simple or exclusive licenses, in whole or in part, to third parties without ARADEX's consent. If the customer modifies the delivered software, however, ARADEX's liability for defects expires for the scope of these modifications. Otherwise, the following general terms and conditions of delivery of ARADEX apply.

- The delivery of source code requires a corresponding written agreement.

II. Prices and terms of payment

The prices apply to delivery without installation or assembly ex works excluding packaging plus the applicable statutory value added tax.

If ARADEX has taken over the commissioning or assembly and nothing else has been agreed upon, the customer shall bear all necessary incidental costs such as travel expenses, costs for the transport of materials as well as allowances in addition to the agreed remuneration.

Payments are to be made free ARADEX's paying agent.

The customer may only offset such claims that are undisputed or have been legally established.

If installment payments have been agreed upon, the entire outstanding debt shall be due for payment immediately without further reminder if the customer is in default with an installment in whole or in part for more than 10 working days.

III. Retention of title

The objects of the deliveries remain the property of ARADEX until all claims against the customer have been fulfilled. If the value of all security rights to which ARADEX is entitled exceeds the amount of all secured claims by more than 20%, ARADEX will release a corresponding part of the security right at the customer's request. ARADEX is entitled to choose between different security interests for the release.

During the existence of the reservation of title, the customer is prohibited from pledging or transferring ownership by way of security and resale is only permitted to resellers in the ordinary course of business and only on condition that he receives payment from his customer or makes the reservation that ownership is not transferred to the customer until the latter has fulfilled his payment obligations in full.

If the customer resells the goods subject to retention of title, he hereby assigns his future claims from the resale against his customer with all ancillary rights, including any balance claims, to ARADEX by way of security without the need for any further special declarations. If the goods subject to retention of title are resold together with other items without an individual price having been agreed for the goods subject to retention of title, the customer assigns to ARADEX that part of the total price claim that corresponds to the price of the goods subject to retention of title invoiced by ARADEX.

The customer is permitted to process, transform or combine the reserved goods with other objects. The processing is carried out for ARADEX. The customer shall store the resulting new item for ARADEX with the due care of a prudent businessman. The new item is considered to be reserved goods.

ARADEX and the customer already agree that in the event of combination or mixing with other objects not belonging to ARADEX, ARADEX is in any case entitled to co-ownership of the new object in the amount of the share resulting from the ratio of the value of the combined or mixed reserved goods to the value of the other goods at the time of combination or mixing. To this extent, the new item shall be deemed to be reserved goods.

The regulation for the above-mentioned assignment of claims also applies to the new item. However, the assignment shall only apply up to the amount corresponding to the value of the processed, combined or mixed reserved goods invoiced by ARADEX.

If the customer combines the goods subject to retention of title with real estate or movable property, he also assigns to ARADEX by way of security his claim to which he is entitled as remuneration for the combination, including all ancillary rights, in the amount of the ratio of the value of the combined goods subject to retention of title to the other combined goods at the time of combination.

Until revoked, the customer is authorized to collect assigned claims from the resale. If there is an important reason, in particular default of payment, cessation of payments, opening of insolvency proceedings, protest of a bill of exchange or justified indications of over-indebtedness or imminent insolvency of the customer, ARADEX is entitled to revoke the customer's collection authorization. In addition, ARADEX may, after prior warning and observance of a reasonable period of time, disclose the assignment by way of security, realize the assigned claims, and demand disclosure of the assignment by way of security by the customer to its customer.

In the event of seizure, attachment, or other dispositions or interventions by third parties, the customer must notify ARADEX immediately. If a justified interest is substantiated, the customer must immediately provide ARADEX with the information required to assert its rights against its customer and hand over the necessary documents to ARADEX.

In the event of breaches of duty by the customer, in particular in the event of default in payment, ARADEX is entitled to withdraw from the contract in addition to taking back the goods after the unsuccessful expiry of a reasonable deadline set for the customer to perform. The legal provisions regarding the dispensability of setting a deadline remain unaffected. The customer shall be obliged to surrender the goods. The taking back or assertion of the reservation of title or the seizure of the reserved goods by ARADEX does not constitute a withdrawal from the contract, unless ARADEX has expressly declared this.

IV. Deadlines for deliveries / services

With regard to the deadline for deliveries or services, the written declarations of both parties shall be authoritative. Compliance with the deadline shall be conditional upon the timely receipt of all documents to be supplied by the purchaser, necessary approvals, releases, the timely approval of plans, compliance with the agreed terms of payment and other obligations. If these prerequisites are not met in time, the deadline shall be extended accordingly. This does not apply if ARADEX is responsible for the delays.

If the failure to meet the deadlines is due to

- force majeure, e.g. pandemic, acts of terrorism, wars or similar events (e.g. strike or lockout),

- Virus and other attacks by third parties on the IT system of ARADEX, insofar as these occurred despite compliance with the usual care for protective measures,
-obstacles due to German, US or other applicable national, EU or international regulations of foreign trade law or due to other circumstances for which ARADEX is not responsible or

- failure to deliver to ARADEX in a timely or proper manner.
the deadlines shall be extended accordingly.

If ARADEX is in default, the customer may - provided that he can credibly prove that he has suffered damage as a result - demand compensation for each week of default of 0.5% each, but in total not more than 5% of the price for that part of the deliveries that could not be used for the intended purpose due to the default.

The customer's claims for damages due to delayed performance as well as claims for damages in lieu of performance exceeding the aforementioned limits are excluded in all cases of delayed delivery, even after expiration of a deadline for delivery set by ARADEX. This does not apply in cases of liability for intent, gross negligence, or injury to life, body, or health. The customer may only withdraw from the contract within the scope of the statutory provisions if ARADEX is responsible for the delay in delivery. A change in the burden of proof to the disadvantage of the customer is not associated with the above provisions.

Upon ARADEX's request, the customer is obligated to declare within a reasonable period of time whether he will withdraw from the contract due to the delay in delivery or insist on the delivery.

If dispatch or delivery is delayed at the request of the customer by more than one month after notification of readiness for dispatch (please be aware of VI.), the customer may be charged storage costs amounting to 0.5% of the price of the items of the Supplies for each additional month or part thereof, but in no case more than a total of 5%. The contracting parties shall be at liberty to prove higher or lower storage costs.

V. Shipping and Delivery

Unless otherwise agreed in writing with the Purchaser, delivery shall be affected by ARADEX ex works (EXW in accordance with Incoterms® in the current version), at the expense and risk of the Purchaser. The choice of shipping method, packaging as well as forwarder or carrier is made at ARADEX's equitable discretion – unless the customer gives special instructions – without guarantee for the most cost-effective or fastest form of shipment.

ARADEX is entitled, but not obliged, to take out transport insurance against the usual transport risks in the interest and for the account of the customer.

Partial deliveries are permissible insofar as they are reasonable for the customer and do not impair the execution of the overall contract.

The shipment is made in standard packaging. Special packaging or special means of transport will only be used at the express request and expense of the customer.

VI. Change of confirmed delivery dates / contractual penalty

If, after receipt of the order confirmation, the customer wishes to postpone an already confirmed delivery date, this requires the express written consent of ARADEX. There is no entitlement to postponement.

A postponement of the date is only possible up to 20 calendar days before the confirmed delivery date at the latest. After this period, postponements are excluded.

If a date is postponed at the request of the customer, ARADEX will charge a lump-sum expense allowance of 0.3% of the net value of the affected delivery per calendar day for the resulting additional organizational expenses, but no more than 5% of the net value of the goods. The purchaser reserves the right to provide proof of a lower effort.

Further claims by ARADEX, in particular for compensation for actual damage or additional costs (e.g. storage, logistics, rebookings), remain unaffected.

In justified exceptional cases, ARADEX may refrain from charging the contractual penalty. A separate written agreement is required for this purpose.

The above provision applies regardless of whether the order was placed on the basis of an individual offer or a direct order without a previous offer.

VII. Transfer of risk

The risk shall pass to the customer even if carriage paid delivery has been agreed:

- In the case of delivery without commissioning or assembly, when the consignment has been brought for shipment or picked up. The packaging and shipment are carried out with the best care and discretion. At the request and expense of the customer, the shipment will be insured by ARADEX against the usual transport risks.

- In the case of delivery with commissioning or assembly on the day of acceptance in the own company; if trial operation has been agreed, after successful trial operation.

- If the dispatch, delivery, commencement, performance of commissioning or assembly, taking over in the customer's own works or trial operation is delayed for reasons for which the customer is responsible or if the customer is in default of acceptance for other reasons, the risk shall pass to the customer.

VIII. Assembly and commissioning

Unless otherwise agreed in writing, the following provisions shall apply to assembly and commissioning:
The customer has to take over and provide in time at his own expense:

- all earthwork, construction work and other ancillary work outside the scope of ARADEX, including the workers, construction materials and tools required for this purpose,

- the requisites and materials necessary for assembly and commissioning, such as scaffolding, lifting equipment and other devices, fuels and lubricants,

- Energy and water at the point of use, including connections, heating and lighting,

- sufficiently large, suitable, dry and lockable rooms at the assembly site for the storage of materials, tools, etc. and adequate working and recreation rooms for the assembly personnel, including sanitary facilities appropriate to the circumstances; in addition, the customer shall take the same measures to protect the property of ARADEX and the assembly personnel at the construction site as it would take to protect its own property,

- Protective clothing and protective devices required as a result of special circumstances at the assembly site.

Prior to the start of the installation work, the customer shall provide the necessary information on the location of concealed electricity, gas, water lines or similar installations as well as the required structural data without being requested to do so.

Before the start of commissioning or assembly, the materials and objects required for the start of work must be available at the installation or assembly site and all preparatory work must be sufficiently advanced before the start of assembly that commissioning or assembly can be started as agreed and carried out without interruption. Approach roads and the commissioning or assembly site must be leveled and cleared.

If assembly or commissioning is delayed due to circumstances for which ARADEX is not responsible, the customer shall bear the reasonable costs for waiting time and any additional travel required by ARADEX personnel.

The c§ustomer shall immediately certify to ARADEX on a weekly basis the duration of the working time of the installation personnel as well as the completion of the installation, assembly or commissioning.
If ARADEX demands acceptance of the delivery after completion, the customer must carry this out within two weeks. If this does not happen, acceptance shall be deemed to have taken place. Acceptance is also deemed to have taken place when the delivery has been put into use - if applicable, after completion of an agreed test phase.

IX. Receipt

Delivered items are to be accepted by the customer, even if they have insignificant defects. Partial deliveries are permissible.

X. Liability and defects

ARADEX is liable for material defects as follows:

All parts or services that have a material defect shall, at ARADEX's discretion, be repaired, replaced, or provided again free of charge, provided that the cause of the defect already existed at the time of the transfer of risk.

Claims for subsequent performance shall become statute-barred 12 months after the statutory commencement of the limitation period. This period shall not apply insofar as the law pursuant to §§ 438 para. 1 no. 2 (buildings and objects for buildings) and 634a para. 1 no. 2 (construction defects) BGB prescribes longer periods, in the case of intent, fraudulent concealment of the defect and non-compliance with a quality guarantee. The purchaser's claims for reimbursement of expenses pursuant to Sec. § 445a BGB (Seller's recourse) shall also become statute-barred after twelve months from the statutory commencement of the limitation period, provided that the last contract in the supply chain is not a consumer goods purchase. The statutory provisions on suspension of expiry, suspension and recommencement of the periods shall remain unaffected.

The customer must immediately notify ARADEX in writing of any material defects.

In the event of claims based on defects, payments may be withheld by the customer to an extent that is in reasonable proportion to the material defects that have occurred. The customer does not have a right of retention if his claim for defects is time-barred. If the notice of defect was unjustified, ARADEX is entitled to be reimbursed by the customer for the expenses incurred.

First of all, ARADEX is to be given the opportunity for subsequent performance within a reasonable period of time.

During the applicable period, the purchaser is not authorized to carry out any disassembly, repair, replacement, or other work on the delivered item without ARADEX's prior written consent.

If the supplementary performance fails, the customer may - without prejudice to any claims for damages as set out below - withdraw from the contract or reduce the remuneration.

There shall be no claims based on defect in cases of insignificant deviations from the agreed quality, of only minor impairment of usefulness, of natural wear and tear or damage arising after the passing of risk from faulty or negligent handling, excessive strain, unsuitable equipment or from particular external influences not assumed under the contract, or from non-reproducible software errors. If the customer or third parties carry out improper modifications or repair work, there shall also be no claims for defects for these and the resulting consequences.

Claims of the customer 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 customer's delivery address, unless doing so complies with the intended use of the Supplies. This shall apply mutatis mutandis to the customer's claims for reimbursement of expenses pursuant to Section § 445a BGB (Seller's recourse), provided that the last contract in the supply chain is not a sale of consumer goods.

The customer's right of recourse against ARADEX pursuant to § 445a BGB (Seller's recourse) exists only insofar as the customer has not reached an agreement with its customer that goes beyond the statutory claims for defects.

Claims for damages by the customer against ARADEX due to a material defect are excluded. This shall not apply in the event of fraudulent concealment of the defect, non-compliance with a quality guarantee, injury to life, body, health, and in the event of intentional or grossly negligent breaches of duty by ARADEX. A change in the burden of proof to the disadvantage of the customer is not associated with the above provisions. Further claims or claims of the customer other than those regulated in this Article VIII due to a material defect are excluded.

XI. Impossibility, adjustment of the contract

Insofar as the delivery is impossible, the customer is entitled to claim damages, unless ARADEX is not responsible for the impossibility. However, the customer's claim for damages is limited to 10% of the value of that part of the delivery that cannot be used for its intended purpose due to the impossibility. This limitation shall not apply in cases of liability based on intent, gross negligence or injury to life, body or health; this does not imply a change in the burden of proof to the detriment of the customer. The customer's right to withdraw from the contract shall remain unaffected.

Insofar as events pursuant to Art. IV Para. 2 significantly change the economic significance or the content of the delivery or service or have a significant impact on ARADEX's operations, the contract will be adjusted appropriately, insofar as this is in good faith. If this is not economically justifiable, ARADEX has the right to withdraw from the contract. The same applies if required export licenses are not granted or cannot be used. If ARADEX intends to make use of this right of withdrawal, this must be communicated to the customer immediately after realizing the consequences of the event, even if an extension of the delivery time was initially agreed with the customer.

XII. Other claims for damages

Unless otherwise provided for in these General Terms and Conditions of Delivery, claims for damages by the customer shall be excluded, irrespective of the legal grounds, in particular for breach of duties arising from the contractual obligation and from tort.
This does not apply insofar as liability is assumed as follows:

- according to the product liability law,

- in case of intent,

- in the event of gross negligence on the part of legal representatives or executive employees,

- in the event of fraudulent intent,

- in the event of non-compliance with an assumed guarantee,

- due to culpable injury to life, body or health, or

- due to the culpable violation of essential contractual obligations.

However, the claim for damages for breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract, unless another of the aforementioned cases applies.

A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

XIII. Industrial property rights and copyright

Unless otherwise agreed, ARADEX is obligated to provide the subject matter of the contract only in the country of the place of delivery without infringement of industrial property rights and copyrights of third parties. If a third party asserts justified claims against the customer due to the infringement of industrial property rights by deliveries made by ARADEX in accordance with the contract, ARADEX shall be liable to the customer within the periods set forth in VIII. Para. 2 as follows:

a. ARADEX shall, at its option and expense, either obtain a right of use for the deliveries in question, modify the subject matter of the contract in such a way that the property right is not infringed, or replace the subject matter of the contract. If this is not possible for ARADEX under reasonable conditions, the customer is entitled to the statutory rights of withdrawal or reduction.

b. ARADEX's obligation to pay damages is governed by Section X.

c. The aforementioned obligations of ARADEX only exist insofar as the customer immediately notifies ARADEX in writing of the claims asserted by third parties, does not acknowledge an infringement, and ARADEX reserves the right to all defensive measures and settlement negotiations. If the customer discontinues the use of the delivery for reasons of mitigation of damages or other important reasons, he is obligated to point out to the third party that the discontinuation of use does not imply any acknowledgement of a possible infringement of property rights.

Claims of the customer are excluded insofar as he is responsible for the infringement of property rights.

Claims of the customer are also excluded if the infringement of property rights is caused by special specifications of the customer, by an application not foreseeable by ARADEX, or by the fact that the delivery is modified by the customer or used together with products not supplied by ARADEX.

In the event of infringements of industrial property rights, the claims of the purchaser set forth in para. 1a shall otherwise be governed by the provisions of Art. VIII para. 4,5, 8,9 shall apply accordingly.

In the event of other defects of title, the provisions of VIII. shall apply accordingly.

Further claims or claims other than those regulated in this article by the customer against ARADEX and its vicarious agents due to a defect of title are excluded.

XIV. Reservation of performance

The fulfillment of the contract is subject to the proviso that there are no obstacles due to German, US-American or other applicable national, EU or international regulations of foreign trade law as well as no embargos or other sanctions.

The customer is obliged to provide all information and documents required for export, transfer or import.

XV. Jurisdiction

If the customer is a merchant, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of ARADEX. However, ARADEX is also entitled to take legal action at the customer's place of business.

This Agreement, including its interpretation, shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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XVI. Binding nature of the contract

The contract shall remain binding in its remaining parts even if individual points are legally invalid. This shall not apply if adherence to the contract would represent an unreasonable hardship for one party.