



General Terms and Conditions of Zemmler Siebanlagen GmbH

§ 1 General, Scope of Applicability

1. Our business relationships with our clients are subject exclusively to these general sale and delivery terms and conditions (hereinafter Ts and Cs). We do not recognise the client's Ts and Cs unless we have expressly agreed to their applicability. Our Ts and Cs also apply if we carry out the delivery to the client without reservation in the knowledge that the client has conditions that are different to our Ts and Cs or conflicts with them.
2. Our Ts and Cs apply in particular to contracts for the sale and/or delivery of portable items regardless of whether we produce these ourselves or purchase them from suppliers. The Ts and Cs are applicable as a framework condition for future contracts for the sale and/or delivery of portable items to the same client even if we no longer expressly indicate their validity. The Ts and Cs apply in their current version, and we will inform the client immediately of any changes.
3. The client, by placing an order with awareness of these Ts and Cs, but at the latest with the receipt of the delivery or the service accepts these Ts and Cs.
4. Our Ts and Cs apply only in respect of companies (§ 14 BGB [Federal Law Code]), entities under public law or special funds under public law.
5. If we make individual agreements with our clients, (including ancillary agreements, supplements and changes), these take precedence over our Ts and Cs. Such agreements must be laid out in a written contract or our written confirmation, which then become defining in their content.
6. Legally relevant declarations or reports that the Client wishes to submit to us after closure of the contract (e.g. deadlines set, reports of defects, declaration of withdrawal or reduction), must be in written form to be effective.

§ 2 Offer, Closure of Contract and Content of the Contract

1. Our offers contain a validity date, and are non-binding unless they are expressly marked as binding or contain a certain acceptance deadline.
2. The order of the goods by the purchaser is a binding contractual offer. We can accept this contract offer - unless the order states otherwise—within fourteen (14) days from receiving it.
3. The acceptance of the purchaser's order can be confirmed by us either in writing (e.g. with an order confirmation) or by delivery of the goods to the purchaser.
4. Even before the closure of a contract, the purchaser is obliged to inform us in writing if
 - (a) the goods to be delivered should not be suitable exclusively for normal use or the purchaser is assuming suitability for a certain use,
 - (b) the goods will be used under unusual conditions or will be exposed to specific demands,
 - (c) the goods will be used under conditions that involve a specific health and safety risk, or
 - (d) the goods will be used outside Germany or will be delivered to the purchaser's recipients resident outside Germany.
5. Our specifications for the goods (e.g., weight, dimensions, functional values, load capacity, tolerances and technical data) and our representations of them (e.g. drawings and diagrams) are only approximations unless the usability for the contractual purpose requires exact agreement. They do not represent guarantees of construction or durability of the goods we deliver. We expressly reserve the right to make changes according to the current status of the technology.
6. Commercial deviations and deviations made due to legal regulations or which represent technical improvements, and the replacement of components with parts of the same value are permissible, if they do not affect the usability for the contractual intended purpose.
7. All agreements made between us and the purchaser for the purpose of completion of this contract at the point of closure of the contract are recorded in writing in the contract and in these sales conditions.
8. We retain all copyrights and property rights to illustrations, diagrams, calculations and other documents. This also applies to written documents marked „confidential“. The client requires our express written consent before passing any documents to third parties.

§ 3 Delivery, Delivery Time, Withdrawal in the Event of Delay, Damages in the Event of Delay

1. Delivery is EXW Incoterms 2010 to the delivery address shown in our order confirmation. If no delivery address or other Incoterm is named in the order confirmation, the delivery is to EXW Nobelstrasse 11, 03238 Massen Niederlausitz.
2. The transfer of risk is at delivery and is bound to the Incoterm conditions defined in the order confirmation.
3. The start of the delivery time given by us requires the clarification of all technical questions. Adherence to our delivery obligations also requires the prompt and correct completion of all obligations on the part of the purchaser. The right to raise objection to a non-fulfilled contract is reserved.
4. Agreed delivery periods do not justify a fixed time transaction.
5. We are entitled to make partial deliveries and part services within the agreed delivery deadline, if this is reasonable for the purchaser.
6. If the purchaser desires changes to the goods after closure of the contract, this will lead to an extension of the delivery time, provided we agree to these changes, which we are not obliged to. Depending on the order situation, the period of the extension can be greater than would be required for just the implementation of the desired changes.
7. If we are not able to adhere to binding delivery dates or delivery periods for reasons beyond our control, (non-availability of the service), we will inform the purchaser of this without delay and at the same time give a forecast new delivery period or delivery date. If the service is still not available within the new delivery period or on the new delivery date, we are entitled to withdraw in whole or in part from the contract; we will immediately refund any payments already made by the purchaser. In particular, non-availability of the service in this sense would be non-timely delivery to us by our suppliers, if we have made a congruent hedging transaction or if no blame attaches either to us or our supplier.
8. If the purchaser delays acceptance or violates other duties of cooperation, we are entitled to claim compensation for any losses thereby incurred by us, including any additional expenses. The right to other claims remains unaffected.
9. The purchaser is only entitled to withdraw from the contract due to delayed delivery and/or non-delivery if we are in delay with the fulfilment of our main obligations or have significantly violated our other obligations arising from the contract and the delay or the violation of obligation is our responsibility. Instigation of a delay always requires a written request to us without waiver of other statutory regulations, to deliver our services within an appropriate period, even if the delivery time is determined by the calendar. Otherwise the statutory regulations apply for the instigation of a delay.
10. In the event of a delivery delay, our liability for each complete week of the delay is limited to 0.5% of the agreed price of the undelivered or late goods, up to a maximum of 5% of the price of the undelivered or late goods. Claims for malicious or deliberate violations of contractual obligations or those caused by gross negligence and claims for damage to life, limb and health and in the case of liability under the product liability law remain unaffected.

§ 4 Prices, Payment Conditions and Payment Delay

1. Unless stated otherwise in the order confirmation, our prices apply EXW Nobelstrasse 11, 03238 Massen Niederlausitz Incoterms 2010, excluding packaging. Packaging is invoiced separately.
2. The purchaser is obliged to pay the full sale price without reduction by the date shown in the written order confirmation or, where no date is shown, on the issue of the invoice to the account stated by us without costs or fees. The date of receipt into our account determines whether payment is on time. The agreed price settles our service obligations excluding packaging. The applicable VAT is calculated separately and must be paid additionally by the purchaser.
3. Change: The applicable VAT is calculated separately and must always be paid by the purchaser.
4. The legal regulations apply to delayed payments. The purchase price is subject to interest at the legally applicable delay interest rate for the period of the delay. We reserve the right to claim further delay damages. Our rights in regard to merchants to claim due date interest under § 353 HGB [trade law] remains unaffected.
5. The purchaser is only entitled to offset or withhold payment if the purchaser's counter claim is legally established, or is undisputed or recognised by us, or is based on the same contractual relationship.
6. If the purchaser does not pay due invoices, exceeds payment targets granted or if the purchaser's financial situation worsens after closure of the contract or if we receive information after closure of the contract that the ability to pay or the credit rating of the purchaser is in doubt, then we are entitled to (a) make the remaining sum owing by the merchant due and in a change to the agreements made to require pre-payment or security

payment, (b) require immediate payment or all our requests for deliveries made under the same legal relationship, and (c) to raise a complaint of uncertainty under § 321 BGB [Federal Law Code].

§ 5 Purchaser's rights in the case of defects

1. For the purchaser's rights where there are defects of quality and defects of title (including incorrect and reduced delivery and incorrect fitting, the legal regulations apply unless otherwise defined below. In all cases, the legal special regulations §§ 478, 479BGB [Federal Law Code] for final delivery of the goods to an end consumer remain unaffected.
2. The goods are defective in quality if at the point of transfer of risk they differ perceptibly from the specifications given in the order confirmation. Where no specifications are given in the order confirmation, the goods are defective in quality if they deviate from the usual quality in Germany. The goods only have defect of title if at the point of transfer of risk they are not exempt from laws that can be enforced in Germany.
3. Claims for defects by the purchaser require that the purchaser has correctly met the purchaser's obligation to check and notify under § 377 HGB [trade law] .
4. The purchaser is obliged to check the goods immediately on delivery. If this check shows that the goods are defective, the purchaser must notify us of the precise complaint immediately but at the latest within seven calendar days from the delivery in writing. Concealed defects must be notified immediately on their discovery.
5. This notification must be in writing and addressed directly to us. It must be written precisely so that we can instigate remedial action without further enquiry to the Purchaser and secure recourse claims against our supplier. In other respects, the notification must comply with legal regulations. Our staff are not entitled to accept claims of defect outside of our place of business or give declarations of guarantee.
6. If there is a promptly notified defect in the goods, we can at our discretion deal with this either by rectification of the defect or by delivery of a new defect-free item. Rectification is by delivery and retrieval of the goods at the client's costs from our factory Nobelstrasse 11, 03238 Massen Niederlausitz.
7. If the rectification fails, the purchaser is entitled after a deadline period has been set to give a refusal warning and also to require withdrawal or reduction in adherence to the legal regulations. Rectification is considered to have failed – in each case related to the specific fault – after the third unsuccessful attempt, unless the particular type of the defect or other circumstances gives rise to different conditions.
8. If the purchaser has suffered a loss due to defects in goods delivered by us or has wasted expenditure, our liability for this is regulated under § 6.
9. Subject to §§ 478, 479 BGB [federal Law Code] and subject to normal use of the delivered goods for a building and the cause of a building fault the claim period for the purchaser due to delivery of faulty goods expires one year after the legal start of the claim period under § 438 Sect. 2 BGB [Federal Law Code]. Claims for malicious or deliberate violations of contractual obligations or those caused by gross negligence and claims for damage to life, limb and health remain unaffected. Replacement deliveries or rectification do not lead to the start of a new claim period.
10. Regardless of other legal regulations, the suspension of the claim period will also end if the negotiations giving rise to the suspension are not continued over four weeks. A new start to a suspension of the claim period for the purchaser requires our express written confirmation in all cases.

§ 6 Liability for Damages and Expenses

1. Our liability for damages and wasted expenditure - on whatever legal basis -only applies if the damage or wasted expenditure was caused
 - (a) by us or one of our agents through culpable violation of an obligation which is required for the correct fulfilment of the contract, and the adherence to which the purchaser can regularly rely upon (significant contractual obligation), or
 - (b) by an intentional or grossly negligent violation of a contractual obligation by us or one of our agents.
2. If we are liable under § 6 Sect. 1a) for the violation of a significant contractual obligation, where there is no intent or gross negligence our liability for damages is limited to the foreseeable, typically arising damages or to 1 Million € per incidence of damages, whichever is the smaller. However, in this case we are not liable for lost profits. § 3 Sect. 10 applies to damages from delays
3. The limits to liability previously named in § 6 sect. 1 to sect. 2 do not apply to liability

- (a) under product liability law,
 - (b) due to assumption of a guarantee for the quality of the goods,
 - (c) due to malicious non-disclosure of a fault and
 - (d) for damages arising from culpable injury to life, limb or health.
4. The purchaser's obligation to minimisation of damages according to § 254 BGB [Federal Law Code] remains unaffected. All agreements with the purchaser's customers that exacerbate the legal liability of the purchaser to the purchaser's disadvantage represent a violation of this duty of minimisation and will lead – if the legal liability of the purchaser has been exacerbated to the purchaser's disadvantage – to the exclusion of a claim of compensation against us.
 5. We are only obliged to pay compensation payments due to the violation of contractual obligations in respect of the purchaser and/or pre-contractual obligations according to the stipulations of these sales conditions. All recourse to concurrent bases of claims, e.g. culpability at closure of the contract according to § 311 sect. 3 BGB [Federal Law Code], positive breach of contract according to § 280 BGB [Federal Law Code] or due to criminal claims according to § 823 BGB [Federal Law Code] is excluded. Personal claims against our business sections, employees, representatives and/or agents for the violation of our contractual obligations is similarly excluded.
 6. The conditions stated above also apply to claims by the purchaser for refund of expenses.

§ 7 Guarantee

1. All details, such as construction values, dimensions, weight, illustrations, descriptions, calculations, fitting diagrams and drawings in sample books and other documents give no guarantee of a property.
2. The customer must inform us immediately of any defects. If the customer fails to submit a written notification within one week of a defect that could be identified with a proper inspection, then guarantee rights are forfeit. The one-week deadline begins with the day of delivery of the goods. If the goods should exceptionally not be delivered, the period begins with the handover of the goods. The other obligations under §§ 377,378 HGB [Trade Law] remain unaffected.
3. The customer assumes responsibility for the dimensions stated by the customer. The customer is liable for the drawings, samples, illustrations and other documents given to us by the customer not breaching the rights of third parties.
4. If the goods have a defect for which we are responsible, we are entitled, at our discretion, to rectify the fault or make a replacement delivery. If the fault rectification or replacement delivery fails, the customer is entitled to withdraw from the contract or require a reduction, at the customer's discretion. The fulfilment of our guarantee delivery takes place in our factory Nobelstrasse 11, 03238 Massen Niederlausitz. If the customer requires on-site services, transport, travel and expenses are the responsibility of the customer.
5. The guarantee does not cover wear and tear. Damage through incorrect operation and servicing and wear and tear due to economic depreciation and of all parts in contact with material are also excluded from the guarantee. All consequential losses are also excluded from the guarantee.
6. Our guarantee is conditional upon the punctual fulfilment of agreed payment conditions and other customer obligations. In particular, the completion of inspections (according to the servicing regulations) on behalf of the purchaser by our specialist staff is a condition of the warranty.
7. We guarantee fault-free material and correct fitting for a duration of 12 months or a maximum of 1000 operational hours after delivery of a machine, whichever is soonest. A guarantee period of 12 months or a maximum of 1000 operational hours applies to replacement parts or work services. If the installation is delayed through reasons beyond our control, the guarantee period expires at the latest 12 months after shipping date from the factory. Delivery of replacement parts and the completion of repairs within Germany are free in the context of the guarantee. Travel, accommodation and shipping costs or fees and taxes and duties are not included, unless otherwise agreed.
8. We are not liable for any defects in the sale of used machines or machine parts.
9. The guarantee is carried out at our discretion as either replacement of the defective part – exchanged parts become our property– or rectification. We reserve the right to make several attempts to rectify. The customer is obliged to send defective parts back to us within 7 working days.
10. If guarantee work is carried out by third parties with our written agreement, we must be informed immediately, and at the latest within 8 days of the work becoming due, if the third party does not meet its obligations or if the customer is to raise complaints about the third party's work. Claims against us are excluded after expiry of this deadline.
11. No liability is accepted for delivered parts that show premature wear due to their material composition or the

type of use, nor for damage due to natural wear, overloading, incorrect or negligent handling, unsuitable fuel, faulty construction work or due to the effects of temperature, weathering of chemical and electrical type, or as a result of other natural effects. Interventions by unauthorised third parties or damage through the customer's own fault, neglect of servicing or maintenance, incorrect operation or other incorrect interventions are not subject to our guarantee.

§ 8 Claims For Damages

1. If the customer claims damages, our liability is limited to intention and gross negligence. Except in cases of a deliberate violation of the contract, we are liable only for foreseeable, typically arising damages. The same limit to liability applies to a culpable and significant violation of contractual obligations on our part. This limitation of liability does not apply where damage to the customer's life, limb or health is caused by us.
2. Otherwise damage liability is excluded. We are not liable in particular for damages that have not occurred to the delivered item itself.
3. Damage claims due to consequential damage, including in the course of fitting or rectification, are excluded under the consideration of the restrictions listed in point 11 Sect., even if these are the fault of the agents.
4. Any claim for damages, for whatever legal reason, is always limited to a maximum of 1,000,000.00 € for each incidence of damages.
5. If a third party should acquire the machine as the end customer, and claim damages against us for whatever legal reason, the customer will exonerate us immediately (same day) of any liability of the third party for damage to the goods, to other (external) goods or due to lost profit.

§ 9 Retention of Title

1. We retain ownership of the goods sold until complete payment of all our current and future payment requests arising from the contract and a current business relationship (secured receivables).
2. Goods under retention of title may not be pledged to third parties nor offered as collateral before full payment of the secured receivables. The buyer must notify us immediately in writing if an application to open insolvency proceedings is submitted or if there is access by third parties to goods that belong to us.
3. In the event of actions by the buyer contrary to the contract, especially non-payment of the due purchase price, we are entitled according to the legal regulations to withdraw from the contract and require the return of the goods under retention of title.
4. If the purchaser processes the goods under retention of title in a proper business process, then the retention of title extends to the products created through the processing, mixing or combination of our goods to their full value, whereby we are considered the manufacturer. If ownership by third parties remains in place after processing, mixing or combination of goods, we acquire co-ownership in the ratio of the invoice values of the processed, mixed or combined goods. Otherwise, the same applies for the product created as for the goods supplied under retention of title.
5. (5) If the purchaser sells on the goods under retention of title in a proper business process, the purchaser transfers the payment requests to the buyer arising from this for security immediately at this point— where there is co-ownership by the seller of the goods under retention, in the ratio according to the proportion of co-ownership. The same applies to other payment requests which take the place of the goods under retention or otherwise arise in respect of the goods under retention such as, e.g., insurance claims or claims for non-permitted action in the case of loss or destruction. We accept the assignment. We authorise the purchaser revocably to collect the payment requests assigned to us in the purchaser's own name. We are entitled to revoke this collection authorisation if the purchaser is in arrears with payment, if the purchaser does not meet the payment obligations to us or if we have exercised our right under § 7 Sect. 3.
6. If the realisable value of the securities exceeds our payment requests by more than 10%, we will, on the request of the purchaser, release securities selected by us.

§ 10 Software

1. If software is included in the scope of delivery, the purchaser will be granted a non-exclusive right to use the delivered software including its documentation. It is transferred for use on the goods for which it is intended. Use of the software on more than one system is prohibited.
2. The purchaser may only copy, edit, translate or convert from object code to source code to the extent legally

permitted (§§ 69 a et seq. UrhG [copyright law]). The purchaser may not remove manufacturer details, especially copyright marks or to change them without our prior express agreement.

3. All other rights to the software and the documentation, including the copies, remain with us or the software supplier. Granting of sub-licences is not permitted.

§ 11 Place of Fulfilment, Applicable Law, and Court of Jurisdiction

1. The place of delivery follows from § 3 Sect. 1. Place of payment and fulfilment of all other contractual obligations with the purchaser is 03238 Massen Niederlausitz. These regulations still apply if services provided have to be reversed.
2. The law of the Federal Republic of Germany applies to contracts between the supplier and the customer except for the UN sales law. For orders from consumers abroad, important regulations or the protection guaranteed by case law of the country concerned remain valid and are accordingly applicable.
3. If the purchaser is a merchant under Commercial Law, a legal person under public law or a special fund under public law, the state courts responsible for 03238 Massen Niederlausitz have exclusive jurisdiction for disputes arising directly or indirectly from the contract. We are also entitled in all cases to submit complaints to the purchaser's court of jurisdiction. Legal regulations that have precedence, especially to exclusive responsibilities, remain unaffected.

§ 12 Other

1. If stipulations in these sales conditions should be, or become, ineffective in part or in whole, the remaining stipulations still apply.
2. Written form needs neither signature by hand nor electronic signature to be valid. Notifications by fax or e-mail are considered to be written form.
3. The personal data necessary for the processing of the transaction is stored under observance of the applicable data protection laws and treated confidentially.