

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**

This text shall be governed by and construed in accordance with German law. The German version shall always prevail.

**§ 1 General and scope**

1. These General Terms and Conditions of Sale and Delivery shall apply to all our business relations with our customers (hereinafter also referred to as "Buyer"). The General Terms and Conditions of Sale and Delivery shall only apply if the Buyer is an entrepreneur (Section 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law.

2. The General Terms and Conditions of Sale and Delivery shall apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter also referred to as: "goods"), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (Sections 433, 651 BGB). The General Terms and Conditions of Sale and Delivery shall apply in their respective version as a framework agreement also to future contracts for the sale and/or delivery of movable goods with the same Buyer without our having to refer to them again in each individual case.

3. The General Terms and Conditions of Contract (Software License Agreement) of Wieland Electric GmbH as amended from time to time shall apply to the transfer, use and sale of software supplied. These are available on the Internet via the website of Wieland Electric GmbH (<https://www.wieland-electric.com/de/>) in the download area.

4. Our General Terms and Conditions of Sale and Delivery shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if we carry out the delivery to the buyer without reservation in the knowledge of the buyer's General Terms and Conditions (GTC).

5. Individual agreements made with the buyer in individual cases (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these General Terms and Conditions of Sale and Delivery. A written contract or our written confirmation shall be authoritative for the content of such agreements.

6. Legally relevant declarations and notifications to be made to us by the buyer after conclusion of the contract (e.g. setting of deadlines, notifications of defects, and declaration of withdrawal or reduction) must be made in writing in order to be effective.

7. References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these General Terms and Conditions of Sale and Delivery.

**§ 2 Conclusion of contract, eShop, documents**

1. Our offers are subject to change and non-binding. This also applies if we have provided the buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve property rights and copyrights. These documents may only be made accessible to third parties with our prior consent. The technical data contained therein (including weights and dimensions) have been carefully compiled, errors excepted. The same applies to all data in our sales documents.

2. Information in descriptions valid at the time of conclusion of the contract concerning the scope of delivery, appearance, performance, dimensions and weights etc. of the object of purchase shall not constitute a warranty promise.

3. By placing an order in our eShop (which requires prior registration and confirmation of these General Terms and Conditions of Sale and Delivery), the buyer makes a binding offer to purchase the goods in question. Before submitting the order, the buyer can change and view the data of his order at any time. However, the buyer can only make and submit his offer to us if he has accepted these General Terms and Conditions of Sale and Delivery by clicking on the button "Accept General Terms and Conditions of Sale and Delivery" and thereby included them in his offer. After receipt of his offer, the Buyer will receive an automatic confirmation of receipt from us by e-mail, in which the Buyer's order is listed again and which the Buyer can print out using the "Print" function. The automatic confirmation of receipt only documents that the buyer's order has been received by us and does not constitute acceptance of the offer. The buyer's offer shall only be deemed accepted by us as soon as we declare acceptance to the buyer.

4. Orders placed with our sales representatives and agents are only legally binding after our confirmation.

5. The order of the goods by the buyer shall be deemed a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within 2 weeks of its receipt by us.

6. Acceptance can be declared either in writing, by fax or by e-mail (e.g. by order confirmation) or by delivery of the goods to the buyer.

**§ 3 Delivery period, delay in delivery**

1. The delivery period shall be agreed individually or stated by us upon acceptance of the order. If the dispatch of the goods has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport. This does not apply, if acceptance is contractually stipulated or if an assembly obligation has been agreed.

2. Unless otherwise agreed, delivery periods shall commence on the date of the order confirmation, but not before the timely and proper fulfilment of the buyer's obligations, i.e. in particular not before the provision of the documents, approvals, releases to be procured by the buyer as well as before receipt of an agreed down payment.

3. We are entitled to make partial deliveries if

- the partial delivery is usable for the buyer within the scope of the contractual purpose,
- the delivery of the remaining ordered goods is ensured, and
- the buyer does not incur significant additional expenses or costs as a result (unless we agree to bear these costs).

4. We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, unavoidable shortage of raw materials such as material or energy procurement, labor disputes, strikes, lockouts, shortage of labor, unexpected pandemics or epidemics). If such events make it considerably more difficult or impossible for us to deliver or perform and the hindrance is not only of a temporary nature, we shall be entitled to withdraw from the contract. In the event of withdrawal, we shall immediately refund any consideration already paid by the buyer.

5. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or postponed by the period of the hindrance plus a reasonable start-up period.

6. If the buyer cannot reasonably be expected to accept the delivery or service because of the delay, he may withdraw from the contract by means of an immediate written declaration to us.

7. Our statutory rights of rescission and termination as well as the statutory provisions on the performance of the contract in the event of an exclusion of the obligation to perform (e.g. impossibility or unreasonableness of performance and/or subsequent performance) shall remain unaffected. The buyer's rights of withdrawal and termination pursuant to § 8 of these General Terms and Conditions of Sale and Delivery shall also remain unaffected. If we are in default with a delivery or service or if a delivery or service becomes impossible for us, for whatever reason, our liability for damages shall be limited in accordance with § 8 of these General Terms and Conditions of Sale and Delivery.

8. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the buyer is required.

**§ 4 Delivery, transfer of risk, acceptance, default of acceptance**

1. Delivery shall be ex works or ex distribution warehouse, which is also the place of performance. At the request and expense of the buyer, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. At the request of the buyer, we will insure the shipment at the buyer's expense against theft, breakage, transport, and fire and water damage as well as against other insurable risks.

2. The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer at the latest upon handover. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. This shall also apply if carriage paid delivery has been agreed. If acceptance has been agreed, this shall be decisive for the transfer of risk. In

all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. Handover or acceptance shall be deemed equivalent if the buyer is in default of acceptance.

3. If the buyer is in default of acceptance, fails to cooperate or delays our delivery for other reasons for which the buyer is responsible, we are entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, we shall charge a lump-sum compensation amounting to 0.5 % (in words: zero point five percent) of the net price per completed calendar week, starting with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for dispatch, but in total not more than 5 % (in words: five percent) of the net price with which the buyer is in default of acceptance. The proof of a higher damage and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be set off against further monetary claims. The buyer shall be entitled to prove that we have not incurred any damage at all or only significantly less damage than the aforementioned lump sum.

#### **§ 5 Prices, terms of payment, discounts, short quantities**

1. The place of performance for payment shall be our registered office. Unless otherwise agreed in individual cases or an appropriate price adjustment has been made in accordance with § 5.2, our current prices at the time of the conclusion of the contract shall apply, ex works including loading at the factory, but excluding packaging, freight, transfer, insurance, customs duties plus any statutory value added tax applicable at the time. We have the right to assign our claims against the buyer to a third party.

2. We reserve the right to change our prices appropriately and at short notice if cost increases occur after conclusion of the contract. The prices shall be increased by the factor by which the purchase prices for goods and services were also adjusted. This applies in particular, but not conclusively, to changes in the price of materials and changes in the wage or salary scale.

Upon request, the customer shall be provided with evidence of which factors have changed and what effects these have on the total price.

3. In the case of sale by delivery to a place other than the place of performance (§ 4 paragraph 1 of these general terms and conditions of sale and delivery), the buyer shall bear the transport costs ex works and the costs of any transport insurance requested by the buyer. Any customs duties, fees, taxes and other public charges shall be borne by the buyer. We do not take back transport packaging and all other packaging in accordance with the Packaging Ordinance; it becomes the property of the buyer, with the exception of pallets.

4. Unless otherwise agreed, the purchase price shall be due and payable within 10 days of invoicing and delivery or acceptance of the goods. In the case of buyers whose credit circumstances are not known to us or in the case of doubts about the solvency of the customer, delivery shall be made against advance payment or cash on delivery.

5. Upon expiry of the aforementioned payment deadline, the buyer shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (Section 353 HGB) shall remain unaffected. If the buyer is in default of payment of a claim, all other claims against the buyer may be made due. The buyer shall bear all fees, costs and expenses incurred in connection with any legally successful legal action against him outside Germany.

6. The buyer shall only be entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed. Furthermore, the buyer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship. The buyer shall not be entitled to a right of retention due to partial performance in accordance with Section 320 paragraph 2 BGB. In the event of defects in the delivery, § 7 paragraph 6 of these General Terms and Conditions of Sale and Delivery shall remain unaffected.

7. If it becomes apparent after the conclusion of the contract that our claim to the purchase price is jeopardized by the buyer's inability to pay (e.g. by an application for the opening of insolvency proceedings), we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (Section 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare withdrawal immediately; the

statutory regulations on the dispensability of setting a deadline remain unaffected.

8. The acceptance of cheques always requires a special agreement. Cheques are only accepted on account of performance and against a handling fee of EUR 20 per cheque.

9. The minimum value for orders is generally EUR 150 net. Orders that fall below this value will only be accepted against an additional processing fee of EUR 20 net.

10. The remuneration of cost shares for tools is included in the prices for special products. The buyer does not thereby acquire ownership of these tools. They remain the property of Wieland Electric GmbH, Bamberg.

11. Prices stated by us in catalogues, brochures and price lists shall apply to dealers in relation to their customers as a non-binding price recommendation.

#### **§ 6 Retention of title**

1. We retain title to the goods sold (goods subject to retention of title) until all our claims arising from the purchase contract and an ongoing business relationship (secured claims) have been paid in full.

2. In the event of a breach of contract by the buyer, in particular if he is in default with the payment of a claim for payment, we shall be entitled to take back the goods subject to retention of title after we have unsuccessfully set the buyer a reasonable deadline for payment or such a deadline is dispensable according to the statutory provisions. The transport costs incurred for taking back the goods shall be borne by the buyer. If we take back the reserved goods, this shall constitute a withdrawal from the contract. It also constitutes a withdrawal from the contract if we seize the reserved goods. We may realize goods taken back by us subject to retention of title. The proceeds of the realization shall be offset against the amounts owed to us by the buyer after we have deducted a reasonable amount for the costs of the realization.

3. The buyer is obliged to treat the reserved goods with care. In particular, the buyer is obliged to insure the reserved goods adequately at replacement value against fire, water and theft damage at his own expense. Insofar as maintenance and inspection work is required, the buyer shall carry this out in good time at his own expense.

4. The buyer is authorized to resell the goods subject to retention of title in the ordinary course of business as long as he is not in default of payment. The goods subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims.

5. The buyer's claims for payment against his customers from a resale of the goods subject to retention of title as well as those claims of the buyer regarding the goods subject to retention of title which arise for any other legal reason against his customers or third parties (in particular claims from tort and claims for insurance benefits) shall be assigned to us in full by the buyer already now by way of security. We accept this assignment.

The buyer may collect these claims assigned to us for his own account in his own name as long as we do not revoke this authorization. Our right to collect these claims ourselves shall not be affected thereby; however, we shall not assert the claims ourselves and shall not revoke the authorization to collect as long as the buyer duly meets his payment obligations.

However, if the buyer behaves in breach of contract - in particular if he is in default with the payment of a claim for payment - we may demand that the buyer informs us of the assigned claims and the respective debtors, notifies the respective debtors of the assignment and hands over all documents to us as well as provides all information which we require to assert the claim. The buyer may also not assign these claims in order to have them collected by way of factoring, unless he irrevocably obliges the factor to effect the counter-performance directly to us for as long as we still have claims against the buyer.

6. Any processing or transformation of the goods subject to retention of title by the buyer shall always be carried out on our behalf. If the goods subject to retention of title are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (final invoice amount plus any applicable statutory VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the new item created by processing as to the goods subject to retention of title. If the goods subject to retention of title are inseparably combined or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (final invoice amount plus any applicable statutory VAT) to the other combined or mixed items at the time

of combination or mixing. If the goods subject to retention of title are combined or mixed in such a way that the buyer's item is to be regarded as the main item, the buyer and we agree already now that the buyer shall transfer co-ownership of this item to us on a pro rata basis. We accept this transfer. The buyer shall keep the sole ownership or co-ownership of an item thus created in safe custody for us free of charge.

7. In the event of seizure of the goods subject to retention of title by third parties or in the event of other interventions by third parties, the buyer must point out our ownership and must inform us immediately in writing so that we can enforce our ownership rights. If the third party is not able to reimburse the judicial or extrajudicial costs incurred by us in this connection, the buyer shall be liable for these.

8. If the buyer so requests, we are obliged to release the securities to which we are entitled to the extent that their realizable value exceeds the value of our outstanding claims against the buyer by more than 10%. However, we may select the securities to be released.

9. Insofar as the law in whose area the goods are located does not permit retention of title, § 14 paragraph 1 sentence 2 to 4 of these General Terms and Conditions of Sale and Delivery shall apply.

#### **§ 7 Claims for defects of the buyer**

1. The statutory provisions shall apply to the rights of the buyer in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated in the following.

2. If, in the event of final delivery of the goods to a consumer (supplier recourse pursuant to Sections 478, 479 BGB), a claim is made against the purchaser due to a defect in the newly manufactured goods, the purchaser is obliged to inform us of this immediately. The buyer shall oblige his customers accordingly, insofar as they are entrepreneurs. We reserve the right to fulfil the claims asserted by the customer against the buyer by way of self-assertion. In this case, the fulfilment of the buyer's claims shall be deemed fulfilment of any claims of the buyer. In all other respects, the special statutory provisions in the case of final delivery of the goods to a consumer (supplier's recourse pursuant to Sections 478, 479 BGB) shall remain unaffected.

3. Insofar as the quality has not been agreed, it is to be assessed according to the statutory regulation whether a defect exists or not (Sections 434 paragraph 1 sentence 2 and 3 BGB). However, we do not accept any liability for public statements made by the manufacturer or other third parties (e.g. advertising statements).

4. The buyer's claims for defects presuppose that he has fulfilled his statutory obligations to inspect and give notice of defects (Sections 377, 381 HGB). If a defect becomes apparent during the inspection or later, we must be notified of this in writing immediately. The notification shall be deemed to be made immediately if it is made within eight (8) working days, whereby the timely dispatch of the notification shall suffice to meet the deadline. Irrespective of this obligation to inspect and give notice of defects, the buyer shall immediately notify us in writing of any obvious defects (including incorrect and short deliveries), whereby the timely dispatch of the notice shall also suffice to meet the deadline. If the purchaser fails to carry out the proper inspection and/or give notice of defects, our liability for the non-notified defect shall be excluded.

5. If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement). Our right to refuse the chosen type of subsequent performance under the statutory conditions remains unaffected.

6. We are entitled to make the subsequent performance owed dependent on the buyer paying the purchase price due. However, the buyer is entitled to retain a reasonable part of the purchase price in relation to the defect.

7. The buyer must give us the time and opportunity necessary for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the buyer shall return the defective item to us in accordance with the statutory provisions. The supplementary performance does not include the removal of the defective item or the renewed installation if we were not originally obliged to install it.

8. We shall bear the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs, if a defect is actually present. However, if a request by the buyer to remedy a defect turns out to be unjustified, we may demand reimbursement

of the resulting costs from the buyer. Replaced parts become our property and are to be returned to us.

9. We shall bear the expenses necessary for the purpose of a removal and reinstallation obligation if the defective object of purchase was installed in another object or attached to another object in accordance with its type and intended use. The claim is excluded if the buyer was aware of the defect at the time of installation or if the buyer remained unaware of the defect due to gross negligence and the seller neither fraudulently concealed the defect nor assumed a guarantee for the quality of the item.

10. If the supplementary performance has failed or if a reasonable deadline to be set by the buyer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the buyer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.

11. Claims of the buyer for damages or reimbursement of futile expenses exist only in accordance with § 8 of these General Terms and Conditions of Sale and Delivery and are otherwise excluded.

#### **§ 8 Other liabilities**

1. Unless otherwise provided in these General Terms and Conditions of Sale and Delivery, including the following provisions, we shall be liable for any breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

2. We shall be liable for damages - irrespective of the legal grounds - in the event of intent and gross negligence. In the event of simple negligence, we shall be liable

a) for damages arising from injury to life, limb or health,

b) for damages arising from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

3. The limitations of liability resulting from paragraph 2 shall not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods. The same applies to claims of the buyer under the German Product Liability Act.

4. The buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the buyer (in particular according to Sections 651, 649 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

5. Insofar as our liability is excluded or limited, this shall apply to the same extent in favor of our executive bodies, legal representatives, employees and other vicarious agents.

#### **§ 9 Obligations under the German Electrical and Electronic Equipment Act (ElektroG)**

1. The buyer assumes the obligation to properly dispose of the delivered goods at his own expense in accordance with the statutory provisions after they have ceased to be used and releases us from the obligations of the manufacturers' take-back obligation in accordance with the German Electrical and Electronic Equipment Act (ElektroG) and any related claims of third parties.

2. If the buyer passes the goods on to commercial third parties and does not contractually oblige them to take over the disposal and to pass on the obligation, it shall be incumbent on the buyer to take back the delivered goods at its own expense after the end of use and to dispose of them properly in accordance with the statutory provisions.

3. Our claim for takeover / indemnification by the buyer shall not become time-barred before the expiry of two years after the final termination of the use of the device. This period shall commence at the earliest upon receipt by us of written notification from the purchaser of the termination of use.

#### **§ 10 Limitation**

1. Notwithstanding Section 438 paragraph 2 No. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall begin with acceptance.

2. This shall be without prejudice to special statutory provisions for claims in rem for the surrender of goods by third parties (Section 438 paragraph 1 BGB), in the event of fraudulent intent on the part of the seller (Section 438

paragraph 3 BGB) and for claims in supplier's recourse in the event of final delivery to a consumer (Section 479 BGB).

3. The above limitation periods of the law on sales also apply to contractual and non-contractual claims for damages of the buyer based on a defect of the goods, unless the application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in the individual case. The limitation periods of the Product Liability Act shall remain unaffected in any case. Otherwise, the statutory limitation periods shall apply exclusively to the Buyer's claims for damages pursuant to § 8 of these General Terms and Conditions of Sale and Delivery.

#### § 11 Industrial property rights

1. The buyer undertakes to observe the existing copyrights and other intellectual property rights to the delivered goods and the associated documentation.

2. If the goods delivered by us are manufactured according to drawings, descriptions or samples of the buyer, the buyer shall guarantee that no copyrights or other intellectual property rights of third parties are infringed by our manufacture and delivery in the intended design.

3. The General Terms and Conditions of Contract (Software License Agreement) of Wieland Electric GmbH as amended from time to time shall apply to the transfer, use and sale of software supplied. These are available on the Internet via the website of Wieland Electric GmbH <https://www.wieland-electric.com/de/> in the download area.

4. In the event of the delivery of third-party software from other manufacturers, the purchaser undertakes to use the delivered software only in accordance with the license conditions of the respective manufacturer and, in the event of its resale, insofar as such is permissible, to impose the same obligations on the purchaser.

#### § 12 Secrecy

The buyer undertakes to maintain secrecy about company and business secrets, which come to his knowledge within the framework of the business relationship or the contract, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that this knowledge has become generally known or was already known to the buyer at the time of the conclusion of the contract, without a breach of contract by the buyer being the cause thereof.

#### § 13 Data protection

1. We may collect process and store the data relating to the respective purchasers to the extent and for as long as this is necessary for the execution and processing of the purchase contract and the business relationship or for as long as we are obliged to store this data due to statutory provisions.

2. We reserve the right to transmit personal data of the buyer to credit agencies insofar as this is necessary for the purpose of a credit check.

#### § 14 Choice of law, place of jurisdiction

1. These General Terms and Conditions of Sale and Delivery and all legal relationships between us and the Buyer shall be governed by the laws of the Federal Republic of Germany to the exclusion of all international and supranational (contractual) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods (CISG). However, the prerequisites and effects of the retention of title pursuant to § 6 of these General Terms and Conditions of Sale and Delivery shall be subject to the law of the respective location of the item, insofar as the choice of law made in favor of German law is inadmissible or ineffective thereafter. Insofar as the law in whose area the goods are located does not permit retention of title, we may exercise all rights, which we may reserve to the goods. The buyer shall be obliged to cooperate in any measures we take to protect our title or, in lieu thereof, any other security interest in the goods.

2. If the buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Bamberg. However, we are also entitled to bring an action at the buyer's general place of jurisdiction.

3. If any provision of these General Terms and Conditions of Sale and Delivery or any provision subsequently incorporated therein is or becomes void in whole or in part, or if a gap in these General Terms and Conditions of Sale and Delivery becomes apparent, the validity of the remaining provisions shall not be affected thereby and Section 139 BGB shall thus be waived in its entirety. In place of the void provision or to fill the gap, the valid and enforceable provision shall be agreed which legally and economically comes closest to what the parties intended or would have intended according to the

sense and purpose of the contract if they had considered this point when concluding the contract. If the invalidity of a provision is based on a measure of performance or time (period or date) specified therein, the provision shall be reconciled with a legally permissible measure that comes as close as possible to the original measure.

### CONDITIONS FOR TRAINING

#### § 1 General

1. Contracts for training courses are concluded based on our training course conditions below. They only apply to companies.

2. The client (hereinafter referred to as "client") agrees to the validity of our training conditions upon conclusion of the contract. The training conditions in their respective version shall also apply as a framework agreement for future contracts for training with the same client without us having to refer to them again in each individual case.

3. Our training conditions apply exclusively. Deviating, conflicting or supplementary terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if we carry out the training without reservation in the knowledge of the customer's conditions.

#### § 2 Subject matter of the contract

The subject matter of the contract are seminars, workshops, training courses and similar events offered by us (hereinafter referred to as "training courses"). The details of the respective training courses are set out in the respective training course offer. The training offers are non-binding. The subject matter of the contract is merely the performance of the training and not a specific associated training success.

#### § 3 Registration, confirmation

1. Registration must be made in writing no later than three weeks before the start of the training.

2. The customer's registration constitutes his binding application for the conclusion of a corresponding training contract. This application shall be accepted or rejected by us by means of a confirmation no later than one week before the start of the training. Paragraph 5.3 remains unaffected by this.

#### § 4 Invoice, due date, set-off

1. Invoices are always issued with our confirmation of the client's registration for the training.

2. Unless otherwise agreed, the training fee shall be due for payment immediately upon receipt of the invoice.

3. We have the right to assign our claims against the buyer to a third party. If the buyer is in default of payment of a claim, all other claims against the buyer may be made due. The buyer shall bear all fees, costs and expenses incurred in connection with any legally successful legal action against him outside Germany.

4. The customer's right to offset against our claims is excluded unless his claim put forward for offsetting is undisputed or has been legally established.

#### § 5 Cancellations, changes

1. Cancellation of participation in a training course confirmed by us must be made in writing. Cancellation for good cause is only possible up to one week before the start of the training course and only if this does not result in the number of participants falling below the minimum number for the respective training course. A processing fee of EUR 150 net shall be charged for each cancellation. We reserve the right to claim further costs if it was no longer possible to avoid them.

2. The right is reserved to make changes to the training content, procedures and location, if this does not affect the purpose of the training. The customer is only entitled to withdraw from the contract insofar as a change in this respect would demonstrably represent an unreasonable hardship for him.

3. We reserve the right to postpone or cancel the training course for good cause. Such a reason is, in particular, that the minimum number of participants (usually 5 participants) has not been reached at the latest one week before the start of the training. In the event of a postponement, registration and confirmation with the setting of a new date shall remain unaffected. In the event that a participant is unable to attend this date, he/she may withdraw from the contract.

#### § 6 Property rights, confidentiality, data protection

1. Copyright and industrial property rights to all documents created by us in connection with the training shall remain with us. A transfer of rights and/or

the granting of licenses of any kind whatsoever is excluded and, in particular, is not granted by the provision of documents. These may only be used for the training and may not otherwise be commercially exploited and/or used. The customer shall ensure within the required scope that our rights are also protected after the transfer of the documents and that no infringement occurs.

2. The customer shall treat as confidential all information made available to him in the course of the contractual relationship, which goes beyond the content of the training. This shall also apply after termination of the contractual relationship.

3. By registering, the customer agrees that the personal data provided in connection with the training may be used to inform the customer about further training courses offered. This consent may be revoked at any time.

### **§ 7 Liabilities**

1. Unless otherwise stipulated in the following provisions, we shall be liable for a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

2. We shall be liable for damages, irrespective of the legal grounds, in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable for damages arising from injury to life, limb or health or for damages arising from the breach of a material contractual obligation (obligation whose fulfilment is a prerequisite for the proper performance of the contract and on whose fulfilment the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

3. The above limitations of liability shall not apply if we fraudulently conceal a defect.

### **§ 8 Miscellaneous**

1. The relationship with the customer is subject to the law of the Federal Republic of Germany.

2. If a provision of this contract is or becomes invalid, or if the contract does not contain a provision that is necessary in itself, this shall not affect the validity of the remaining provisions of this contract. In place of the invalid provision or in order to fill the loophole, the legally permissible provision shall be deemed agreed which corresponds as far as possible to what the contracting parties intended or would have intended according to the sense and purpose of this contract if they had recognized the invalidity of the relevant provision or the loophole.

3. The place of performance and jurisdiction is Bamberg.



Status: January 2023