

General Terms and Conditions of Delivery and Assembly of MATEC Service GmbH (as of March 2025)

1. General – Scope of application

- 1.1 These General Terms and Conditions of Delivery and Assembly shall apply to all mutual claims arising from and in connection with the delivery and, if contractually owed, the assembly of machine tools by MATEC Service GmbH, Wilhelm-Maier-Str.3, 73257 Köngen, Germany, (hereinafter referred to as "**MATEC SERVICE**") to the buyer.
- 1.2 Any terms and conditions of the buyer that conflict with, supplement or deviate from these General Terms and Conditions of Delivery and Assembly shall only become part of the contract if MATEC SERVICE has expressly consented to their validity in writing. Execution in the knowledge of the existing general terms and conditions of business and delivery of the buyer does not constitute consent on the part of MATEC SERVICE.
- 1.3 In the event of an ongoing business relationship, these General Terms and Conditions of Delivery and Assembly shall also apply to all future transactions with the buyer, even if no further separate reference is made to them after they have been included in the initial conclusion of the contract.

2. Subject of the contract and conclusion of the contract

- 2.1 The parties shall conclude a contract for the delivery of products from MATEC SERVICE's tool and machine product range, including spare parts (hereinafter referred to as '**Products**'), subject to these General Terms and Conditions of Delivery and Assembly. If contractually agreed, the delivered Products (with the exception of spare parts) are assembled by MATEC SERVICE subject to these General Terms and Conditions of Delivery and Assembly. If spare parts are installed by MATEC SERVICE outside the warranty, MATEC SERVICE's General Terms and Conditions of Service apply.
- 2.2 All offers made by MATEC SERVICE are subject to change and non-binding unless they are expressly labelled as binding or contain a specific acceptance period. MATEC SERVICE may accept the orders or commissions from the customer within fourteen (14) days of receipt.
- 2.3 If MATEC SERVICE has set a deadline for acceptance when submitting a written offer, the contract shall be deemed concluded, if the buyer has sent a written declaration of acceptance before the deadline expires and this declaration of acceptance is received by MATEC SERVICE within one week of the expiry of the deadline at the latest.

3. Intellectual property

Plans and technical documents (i. e. all information products that describe a technical product or the software and provide instructions for its manufacture, use, maintenance or repair, hereinafter together referred to as '**Documents**'), which are handed over to the buyer before or after conclusion of the contract, remain the exclusive property of MATEC SERVICE, unless an express contractual provision provides for the transfer of ownership.

4. Use of software

- 4.1 If the product contains software, the buyer shall be granted a non-exclusive right to use the software supplied, including its documentation. The software is provided for use on the product intended for this purpose. Use of the software on more than one system is prohibited.
- 4.2 The buyer may only reproduce, revise, translate or convert the software from the object code to the source code to the extent permitted by law. The buyer undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without MATEC SERVICE's prior express consent.
- 4.3 All other rights to the software and the documentation, including copies, remain with MATEC SERVICE or the software supplier. The granting of sub-licences is not permitted.

5. Confidentiality

The parties shall treat as confidential all information, in particular documents, the software and its documentation, which they have received from the other party during the conclusion and execution of the contract or of which they have gained knowledge.

6. Prices and terms of payment

6.1 The prices shall apply to the scope of delivery and services listed in the order confirmation. Subsequently agreed additional or special services shall be invoiced separately. Price lists and prices stated in catalogues represent prices relating to the product without packaging, unless such packaging is necessary to avoid damage to the product on the way to the destination specified in the contract under normal transport conditions.

6.2 The agreed prices are stated as a net price, excluding VAT.

6.3 Unless otherwise stipulated in the contract, all payments are due immediately upon receipt of the invoice without deductions. In the event of non-payment by the due date, the customer shall be in default of payment without the need of a reminder from MATEC SERVICE. MATEC SERVICE reserves the right to claim default interest in the amount of nine (9) percentage points above the applicable base interest rate from the due date.

6.4 The buyer shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or have been recognised by MATEC SERVICE. Furthermore, the buyer is only entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

7. Dates, deadlines and delay in delivery

7.1 Dates and deadlines are merely estimates and do not constitute a contractual obligation. However, MATEC SERVICE shall endeavour to meet dates and deadlines to a commercially reasonable extent. Moreover, dates and deadlines are only binding if this has been expressly agreed in writing in the respective contract.

7.2 MATEC SERVICE is authorised to make partial deliveries to a reasonable extent.

7.3 The delivery deadline is deemed to have been met if the product has left MATEC SERVICE's factory by the expiry of the delivery deadline or readiness for dispatch has been notified. If acceptance is required, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - or alternatively the notification of readiness for acceptance.

7.4 If delivery periods are binding and the buyer is subject to an obligation to cooperate, MATEC SERVICE is only bound by the binding delivery period if the buyer has complied with its obligation to cooperate in a timely manner. If the buyer fails to fulfil his duty to cooperate in a timely manner, the delivery period shall be extended by the duration of the delay caused by the buyer.

7.5 If MATEC SERVICE is unable to meet binding delivery deadlines for reasons for which it is not responsible (non-availability of the service), MATEC SERVICE will inform the buyer of this immediately and at the same time notify the buyer of the expected new delivery deadline. If the service is also not available or not sufficiently available within the new delivery period, MATEC SERVICE is entitled to withdraw from the contract in whole or in part; MATEC SERVICE will immediately reimburse any consideration already paid by the buyer. Non-availability of the service exists in particular, but not conclusively, in the event of late or incomplete self-delivery by MATEC SERVICE's suppliers, other disruptions in the supply chain, for example due to Force Majeure or if MATEC SERVICE is not obliged to procure in individual cases.

7.6 The statutory provisions shall apply to expressly agreed fixed-date transactions. In the case of relative fixed-date transactions, however, a reminder from the buyer is required before claims for damages or cancellation rights can be asserted.

8. Assembly

- 8.1 If MATEC SERVICE is required to assemble the product in accordance with the contractual agreements, the buyer must support MATEC SERVICE to a reasonable extent and at its own expense. In addition to the duties to cooperate expressly stipulated in the contract, the following obligations to cooperate apply in particular, but not finally:
- 8.1.1 establishment of appropriate working conditions, e. g. provision of appropriate working and recreation rooms, including appropriate sanitary facilities as well as protective clothing and protective devices required at the installation site. In addition, the buyer must take all measures at the installation site in favour of MATEC SERVICE employees that it would take to protect its own employees;
- 8.1.2 provision of the necessary work equipment and consumables, such as water, energy as well as commodities, building materials and tools required for assembly and commissioning. This also includes the provision of suitable rooms for the storage of machine parts, equipment, materials and tools provided by MATEC SERVICE for the assembly;
- 8.1.3 Provision of the technical documentation required for the installation at the installation site, e.g. regarding power, gas and water lines and/or similar installations as well as the necessary structural documentation;
- 8.1.4 Presence of the buyer or a representative appointed by the buyer at the installation site.
- 8.2 MATEC SERVICE is authorised to use subcontractors for the installation.

9. Liability for Force Majeure

- 9.1 Force majeure is an external, unforeseeable event that cannot be averted or cannot be averted in good time even by exercising reasonable care and using technically and economically reasonable means. This includes in particular, but is not limited to, natural disasters, pandemics, terrorist attacks, direct and indirect consequences of warlike events, regardless of whether these were known at the time the contract was concluded or not, power failure, power and nitrogen shortages, failure of telecommunications connections, interruption of data or telecommunications networks, cyber attacks, strikes or legal provisions or measures by the government or courts or authorities (regardless of their legality), decisions and sanctions by national or international authorities, malfunctions or accidents in a plant that lead to production interruptions, reduction in the supply of electricity or heat, floods or impassable roads.
- 9.2 If MATEC SERVICE is prevented from fulfilling its obligations as a result of Force Majeure, MATEC SERVICE shall be released from these obligations for the duration of the Force Majeure. If it is foreseeable that the Force Majeure event and/or its effects will exceed a period of six (6) months, the parties shall endeavour to find an acceptable solution by mutual agreement. If the parties fail to do so, either party shall have the right to withdraw from the contract with immediate effect.

10 Transfer of risk and acceptance

- 10.1 Delivery shall be at the risk and expense of the buyer. The risk of accidental loss and accidental deterioration shall pass to the buyer at the following times, even in the case of carriage paid delivery and even if partial deliveries are made:
- 10.1.1 in the case of deliveries without installation or assembly by MATEC SERVICE, when the product is handed over to the transport company. MATEC SERVICE shall determine the appropriate mode of dispatch and the transport company at its reasonable discretion.
- 10.1.2 in the case of deliveries for which MATEC SERVICE is responsible for installation or assembly, upon completion. If acceptance has been contractually agreed, at the time of acceptance in accordance with section 10.2.
- 10.2 If the parties agree to carry out an acceptance procedure, the provisions stipulated in the contract shall apply. § 640, section 2, sentence 1, BGB applies accordingly to the contractually agreed acceptance. If necessary, MATEC SERVICE shall inform the buyer separately of the intended significance of its behaviour at the beginning of the period stipulated in § 640, section 2, sentence 1, BGB.
- 10.3 The buyer may not refuse acceptance due to insignificant defects or defects for which the buyer is responsible.

11. Warranty

- 11.1 The statutory provisions shall apply to the buyer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective instructions), unless otherwise stipulated below.
- 11.2 If no acceptance has been agreed, the buyer is obliged to carefully inspect the Products immediately after delivery, insofar as this is feasible in the ordinary course of business and must notify MATEC SERVICE of any defects in writing without undue delay. If a defect becomes apparent later, it must be reported immediately after discovery. If the buyer fails to fulfil its obligation to inspect and give notice of defects, the Products shall be deemed approved in view of the defect.
- 11.3 If there is a defect, MATEC SERVICE is entitled to choose between subsequent fulfilment in the form of rectification of the defect or delivery of a new item free of defects. However, MATEC SERVICE is entitled to refuse the requested type of subsequent fulfilment if this would only be possible at disproportionate cost. In the event of rectification of defects, MATEC SERVICE is obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labour and material costs, provided that these are not increased by the fact that the purchased item has been taken to a place other than the place of performance.
- 11.4 If the subsequent fulfilment fails twice, the buyer is entitled, at his discretion, to withdraw from the contract or to demand a reduction in price.
- 11.5 The buyer's warranty rights are excluded,
- 11.5.1 if the defect is attributable to the material supplied by the buyer and MATEC SERVICE is not responsible for the defect;
- 11.5.2 if the buyer modifies the product or has it modified by third parties without MATEC SERVICE's consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the buyer shall bear the additional costs of remedying the defect resulting from the modification.
- 11.6 The buyer's rights to defects shall become time-barred one year after delivery; if acceptance has been agreed, the limitation period shall commence upon acceptance pursuant to clause 10.2. The limitation period pursuant to this clause shall not apply if MATEC SERVICE has fraudulently concealed the defect and in cases referred to in clause 12.
- 11.7 As long as no express warranty has been agreed between the parties as part of the contract, no such warranty exists.

12. Limitation of liability

- 12.1 MATEC SERVICE shall be liable without limitation for claims arising from the contract in the event of intent and gross negligence, for injury to life, body or health, in accordance with the provisions of the German Product Liability Act, if it has fraudulently concealed a defect and if a guarantee has been assumed.
- 12.2 In the event of a slightly negligent breach of a material contractual obligation by MATEC SERVICE, i. e. an obligation whose fulfilment is essential for the proper performance of the contract and on whose compliance the customer can regularly rely (so-called cardinal obligation), MATEC SERVICE's liability shall be limited to the typical and foreseeable damage.
- 12.3 Otherwise, liability is excluded.
- 12.4 The limitation of liability set forth herein also applies to damage caused by a breach of duty by MATEC SERVICE's vicarious agents, legal representatives or suppliers.

13. Retention of title

- 13.1 MATEC SERVICE retains title to the purchased item until the entire purchase price for the purchased item under the contract has been paid. If the buyer acts in breach of contract, in particular in the event of default in payment, we shall be entitled to take back the purchased item after setting a reasonable deadline. Taking back the purchased item does not constitute cancellation of the contract.
- 13.2 The buyer is obliged to treat the purchased item with care; in particular, he is obliged to insure it sufficiently at his own expense against fire, water damage and theft at the nominal value. In particular, the buyer is obliged to carry out maintenance work, if necessary, on a regular basis.

- 13.3 In the event of seizures or other interventions by third parties, the buyer must notify MATEC SERVICE immediately in writing so that legal action can be taken in accordance with § 771 of the German Code of Civil Procedure. If the third party is not in a position to reimburse MATEC SERVICE for the judicial and extrajudicial costs of an action pursuant to § 771 of the German Code of Civil Procedure, the buyer shall be liable for the loss incurred by MATEC SERVICE.
- 13.4 The buyer is entitled to resell the purchased item in the ordinary course of business; however, he already assigns to MATEC SERVICE all claims in the amount of the final invoice amount of the claim that accrue to the buyer from the resale against his customers or third parties, regardless of whether the purchased item has been resold without or after processing. The buyer remains authorised to collect this claim even after the assignment. The authority of MATEC SERVICE to collect the claim itself remains unaffected by this. However, MATEC SERVICE undertakes not to collect the claim as long as the buyer meets its payment obligations from the proceeds received, is not in default of payment and, in particular, no application has been filed for the opening of bankruptcy, composition or insolvency proceedings or there is a cessation of payment. However, if this is the case, MATEC SERVICE may require the buyer to notify MATEC SERVICE of the assigned claims and their debtors, provide all information necessary for collection, hand over the associated documents and notify the debtors (third parties) of the assignment.
- 13.5 If the purchased item is processed with other items that do not belong to MATEC SERVICE, MATEC SERVICE acquires co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount including VAT) to the other processed items at the time of processing. Incidentally, the same applies to the object resulting from processing as to the purchased item delivered under reservation.
- 13.6 If the item is inseparably mixed with other items not belonging to MATEC SERVICE, MATEC SERVICE shall acquire co-ownership of the new item in accordance with what has been said in clause 13.5. If the mixing takes place in such a way that the buyer's property is to be regarded as the main item, it shall be deemed to have been agreed that the buyer will transfer proportionate co-ownership to MATEC SERVICE.
- 13.7 MATEC SERVICE undertakes to provide the securities to which it is entitled at the request of the buyer in this respect than the realisable value of MATEC SERVICE's collateral exceeds the securities to be secured by more than 10 %; MATEC SERVICE is responsible for selecting the collateral to be released.

14. Place of jurisdiction and applicable law

- 14.1 The exclusive place of jurisdiction for all legal disputes arising from or in connection with contracts based on these General Terms and Conditions of Delivery and Assembly is the court with jurisdiction over MATEC SERVICE's registered office in Köngen. However, MATEC SERVICE is also entitled to sue the buyer also at his general place of jurisdiction.
- 14.2 The law of the Federal Republic of Germany applicable to domestic transactions shall apply exclusively. The application of international private law and the UN Convention on Contracts for the International Sale of Goods is excluded.

15. Miscellaneous

- 15.1 All legally relevant declarations, including deviations from these Terms and Conditions or other collateral ancillary agreements, reservations, amendments or additions to a contract based on these General Terms and Conditions of Delivery and Installation must be made in writing or confirmed in writing by MATEC SERVICE to be effective. This also applies to an amendment in this written form requirement.
- 15.2 If a provision of these General Terms and Conditions of Delivery and Installation is invalid or unenforceable, this shall not affect the legal validity of the remaining Terms and Conditions of Delivery. In such a case, the parties already agree on a provision that comes closest to the parties' intentions as documented in these General Terms and Conditions of Delivery and Assembly. The same applies to any gap in the contract.
- 15.3 The assignment of any claims between the parties established in the context of the contractual relationship to third parties is invalid.

Köngen, March 2025
