

**General Terms and Conditions (GTC)**  
**of**  
**KUK-automation GmbH**

**1. Contractual partner**

The contractual partner of the customer or supplier is KUK-automation GmbH, Gewerbepark Grüner Weg 38, 59269 Beckum.

**2. Scope**

The deliveries, services and offers of KUK-automation GmbH are made exclusively on the basis of these terms and conditions. These also apply to all future business relationships, even if they are not expressly agreed again. These conditions apply as accepted at the latest when the goods or services are received. Counter-confirmations of the contractual partner with reference to his business or purchase conditions are hereby contradicted. All agreements made between KUK-automation GmbH and the business partner for the execution of the contract must be recorded in writing.

**3. Offers and offer documents**

The offers from KUK-automation GmbH are subject to confirmation and non-binding. Declarations of acceptance and all orders require written or telex confirmation from KUK-automation GmbH to be legally effective. The same applies to additions, changes or additional agreements. Drawings, images, dimensions, weights or other performance data are only binding if this is expressly agreed in writing. KUK-automation GmbH reserves property rights and copyrights to cost estimates, drawings and other documents. The employees of KUK-automation GmbH are not authorized to make verbal side agreements or to give verbal assurances that go beyond the content of the written contract.

**4. Placing an order, conclusion of a contract**

Orders or contracts are only deemed to have been concluded when KUK-automation GmbH has confirmed the order in writing; This also applies to orders placed through representatives as well as repeat orders and desired design changes. In principle, KUK-automation GmbH is not liable for errors that arise from the documents submitted by the contractual partner (drawings, circuit diagrams, etc.), through unclear or verbal information. If it subsequently becomes apparent that an order cannot be carried out technically in the intended manner, KUK-automation GmbH is entitled to submit a change proposal stating new prices. If no agreement can be reached on this technically feasible version, KUK-automation GmbH is entitled to withdraw from the order.

**5. Prices**

Unless otherwise stated, KUK-automation GmbH is committed to the prices contained in its offers for 30 days from the date of the offer. Are decisive otherwise the prices stated in the order confirmation of KUK-automation GmbH plus the respective statutory sales tax. Additional deliveries and services will be charged separately. The prices apply ex works, and basically without freight or shipping costs, packaging and insurance. If KUK-automation GmbH is obliged to use its employees to check the order in overtime, after work and on holiday, as well as for work that is under difficult conditions Business partners are obliged to pay the corresponding surcharges on the effective wages.

## **6. Payment**

Unless otherwise agreed, the invoices of KUK-automation GmbH are payable 30 days after the invoice has been issued without deduction. In spite of contrary provisions of the business partner, KUK-automation GmbH is entitled to credit payments against its older debts first, and the business partner will inform about the settlement. If costs and interest have already arisen, KUK-automation GmbH is entitled to offset the payment first against the costs, then against the interest and finally against the main service. Payment is only deemed to have been made when KUK-automation GmbH can dispose of the amount. In the case of checks, payment is only deemed to have been made when the check is cashed in. If the buyer is in arrears, the seller is entitled to demand flat-rate damages from the relevant time from 8 percentage points above the base rate. Evidence of higher default damage by KUK-automation GmbH is permitted. If KUK-automation GmbH becomes aware of circumstances that question the creditworthiness of the business partner, in particular if the business partner does not honor a check or stops making payments, or if KUK-automation GmbH If other circumstances become known that question the creditworthiness of the business partner, KUK-automation GmbH is entitled to call the entire remaining debt due, even if it has accepted checks. In this case, KUK-automation GmbH is also entitled to request advance payments or security. The business partner is only entitled to set-off, retention or reduction, even if complaints or counterclaims are asserted, if the counterclaims have been legally established or are undisputed. However, the business partner is also entitled to retention due to counterclaims from the same contractual relationship.

## **7. Delivery and assembly**

Delivery dates or deadlines, which can be agreed as binding or non-binding, must be made in writing belong in particular to strikes, lockouts, official orders, etc., even if they occur with suppliers of KUK-automation GmbH or their sub-suppliers, KUK-automation GmbH is not responsible for bindingly agreed deadlines and dates. You entitle KUK-automation GmbH to deliver or perform for the duration of the Postponing the handicap plus a reasonable start-up time or withdrawing part of the contract that has not yet been fulfilled in full or in part. If the handicap lasts longer than three months, the business partner is entitled to withdraw from the contract with regard to the part that has not yet been fulfilled. If the delivery time is extended or KUK-automation GmbH is released from its obligation, the business partner cannot derive any claims for damages from this. KUK-automation GmbH can only refer to the above-mentioned circumstances if it notifies the business partner immediately. If KUK-automation GmbH is responsible for non-compliance with bindingly agreed deadlines and dates or is in default, the business partner is entitled to compensation for delay in the amount of 1 / 2% for each completed week of the delay, but in total up to a maximum of 5% of the invoice value of the deliveries and services affected by the delay. Claims beyond this are excluded, unless the delay is due to at least gross negligence on the part of KUK-automation GmbH Delivery and service obligations of KUK-automation GmbH require the timely and proper fulfillment of the obligations of the business partner. If the execution or completion of the work is delayed for reasons for which the business partner is responsible, KUK-automation GmbH is released from the obligation to adhere to the agreed delivery dates. If the business partner does not immediately remedy the situation at the request of KUK-automation GmbH, the latter can demand compensation or set the customer a reasonable deadline for the fulfillment of the contract and withdraw from the contract after the deadline has expired to no avail. In the event of termination of the contract, KUK-automation GmbH is entitled to reimbursement of all expenses incurred to date. If necessary, the client is obliged to provide technical assistance

(such as foundations, hoists, electricity and water connections) at his own expense for installation work.

If the business partner is in default of acceptance, KUK-automation GmbH is entitled to demand compensation for the damage incurred; with the onset of default of acceptance, the risk of accidental deterioration and accidental loss passes to the business partner.

#### **8. Transfer of risk**

The risk passes to the business partner as soon as the goods have been handed over to the person performing the transport or have left the KUK-automation GmbH warehouse for shipping. If shipping is delayed at the request of the business partner, the risk is transferred to him when the shipping readiness is reported.

#### **9. Acceptance**

The acceptance of the deliveries or services must take place immediately after the indicated completion. This also applies to self-contained partial services or deliveries. If the business partner has used the delivery or service or a part thereof, the acceptance shall be deemed to have taken place after fourteen calendar days, unless the business partner has made a complaint. With acceptance, the risk passes to the business partner.

#### **10. Rights of the contractual partner due to defects**

The right to remedy of defects is subject to the statutory deadlines. The assertion of obvious defects after acceptance is excluded insofar as these were evidently recognizable at acceptance. Changes to the delivery and service made before and without the consent of KUK-automation GmbH can exclude claims for rectification of defects. KUK-automation GmbH must be given the opportunity to check the alleged defects on site. In the event of justified notices of defects, rectification is free of charge within a reasonable period. If the rectification fails despite setting a deadline, the other legal rights can be asserted. If the business partner relocates or exports a system supplied by KUK-automation GmbH to a different location, KUK-automation GmbH will be paid for the journeys and ancillary costs for rework.

#### **11. Compensation / liability**

Compensation claims are excluded regardless of the type of breach of duty, including unlawful acts, unless there is willful or grossly negligent action. In the event of a breach of essential contractual obligations, KUK-automation GmbH is liable for any negligence, but only up to the amount of the foreseeable damage. Loss of profit, saved expenses, third party claims for damages as well as other indirect and consequential damages cannot be demanded unless a quality feature guaranteed by KUK-automation GmbH is intended to protect the business partner against such damage. The liability restrictions and exclusions in paragraphs 1 and 2 do not apply to claims arising from fraudulent behavior on the part of KUK-automation GmbH, as well as liability for guaranteed quality features, for claims under the Product Liability Act and damage from injury of life, body or health. As far as the liability of KUK-automation GmbH is excluded or limited, this also applies to employees, workers, representatives and vicarious agents of KUK-automation GmbH.

## 12. Retention of title

Until the fulfillment of all claims (including all balance claims from current accounts) that KUK-automation GmbH is entitled to for any legal reason against the business partner now or in the future, KUK-automation GmbH will be granted the following security, which it will release upon request of your choice, as long as their value permanently exceeds the claims by more than 20%. The goods remain the property of KUK-automation GmbH. Processing or reshaping are always successful for KUK-automation GmbH as the manufacturer, but without any obligation for them. If the (co-) ownership of KUK-automation GmbH expires due to the connection, it is already agreed that the (co-) ownership of KUK-automation GmbH will be transferred to KUK-automation GmbH in terms of value (invoice value). The business partner keeps the (joint) ownership of KUK-automation GmbH free of charge. Goods in which KUK-automation GmbH is (co-) owned are hereinafter referred to as reserved goods. The business partner is entitled to process and sell the reserved goods in the ordinary course of business as long as he is not in default. Pledges or transfers by way of security are not permitted. The business partner assigns to KUK-automation GmbH in full as a precautionary measure the claims arising from the resale or another legal reason (insurance, unauthorized action) with regard to the reserved goods (including all balance claims from current account). KUK-automation GmbH revocably authorizes the business partner to collect the claims assigned to KUK-automation GmbH on their behalf in their own name. This direct debit authorization can only be revoked if the business partner does not properly meet his payment obligations. If the third party is unable to reimburse KUK-automation GmbH for any judicial or extrajudicial costs incurred in this regard, the business partner shall be liable for this to demand.

## 13. Place of jurisdiction

The law of the Federal Republic of Germany applies to these terms and conditions and the entire legal relationship between KUK-automation GmbH and its business partners. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply. If the business partner is a merchant, a legal entity under public law or a special fund under public law, Beck is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. Should a provision in these terms and conditions or a provision in the context of other agreements be or become ineffective, this will apply the effectiveness of all other provisions or agreements is not affected. We, the company ....., are business partners of KUK-automation GmbH. We have concluded a contract with KUK-automation GmbH on ..... We are aware of the general terms and conditions of KUK-automation GmbH. They are accepted by us and are part of the concluded contract, which we hereby confirm.

Beckum, the \_\_\_\_\_