

## General Terms and Conditions

### for Machine and Plant Safety Services (separate General Terms and Conditions apply to deliveries of goods and services)

#### I. Scope of application

1. All machine and plant safety services provided by Lebbing automation & drives GmbH are based exclusively on these General Terms and Conditions. They are an integral part of all contracts that Lebbing automation & drives GmbH concludes with its contractual partners (hereinafter also referred to as "Customers") for the deliveries or services it offers. They shall also apply to all future machine and plant safety services to the Customer, even if they are not separately agreed again.
2. General Terms and Conditions of the Customer or third parties shall not apply, even if Lebbing automation & drives GmbH does not separately object to their validity in individual cases. Even if Lebbing automation & drives GmbH refers to a letter that contains or refers to the Terms and Conditions of the Customer or a third party, this does not constitute agreement with the validity of those Terms and Conditions.

#### II. Offer and conclusion of contract

1. All offers made by Lebbing automation & drives GmbH are subject to change and non-binding unless they are expressly marked as binding or contain a specific acceptance period.
2. Lebbing automation & drives GmbH may accept orders or assignments within 14 days of receipt. If no order confirmation is issued by Lebbing automation & drives GmbH, the provision of services by Lebbing automation & drives GmbH shall be deemed to be acceptance of the order.

#### III. Prices and terms of payment

1. The prices apply to the scope of services and supply listed in the offer. Additional or special services will be charged separately. Prices are net prices and, unless expressly stated otherwise, are in EURO plus statutory VAT. All travel and transport costs are net prices plus VAT as stated in the relevant offer.
2. Invoice amounts will be invoiced at the agreed times. They are payable without deduction within 14 calendar days of the invoice date, unless otherwise agreed in writing. The receipt of payment by Lebbing automation & drives GmbH shall be decisive for the timeliness of payment.
3. If the Customer fails to pay on time, Lebbing automation & drives GmbH shall be entitled to charge interest on arrears at the statutory rate without sending a notice of default.
4. Only undisputed or legally established counterclaims may be set off against the Customer's counterclaims or payments withheld due to such claims.

#### IV. Delivery and performance

1. If no deadlines have been agreed, Lebbing automation & drives GmbH shall determine these at its own reasonable discretion. Deadlines and dates for deliveries and services promised by Lebbing automation & drives GmbH are not binding and are always only approximate unless a fixed deadline or date has been expressly promised or agreed.
2. The delivery period shall commence on the date of acceptance of the order, but not before all details of execution have been clarified and all conditions which the Customer must fulfill in order for Lebbing automation & drives GmbH to be able to provide the service, such as the provision of all necessary documents and information and which are specified in detail in the offer, have been complied with. Lebbing automation & drives GmbH is entitled to set deadlines for the provision of such preliminary services and to withdraw from the contract after the unsuccessful expiry of such deadlines and to demand reimbursement of the costs already incurred.
3. Lebbing automation & drives GmbH is not obliged to check the documents and information provided by the Customer for the provision of services. The Customer is liable for their correctness.
4. Without prejudice to the rights of Lebbing automation & drives GmbH arising from the Customer's default, the delivery and performance periods shall be extended and/or the delivery and performance dates shall be postponed by the period for which the Customer fails to fulfill his contractual obligations towards Lebbing automation & drives GmbH.
5. Lebbing automation & drives GmbH shall not be liable for impossibility of delivery or for delays in delivery if these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract and for which Lebbing automation & drives GmbH is not responsible. If such events make the delivery or performance considerably more difficult or impossible for Lebbing automation & drives GmbH and the hindrance is not only of a temporary nature, Lebbing automation & drives GmbH shall be

entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery or performance periods shall be extended, or the delivery or performance dates postponed by the period of such hindrance.

6. Lebbing automation & drives GmbH accepts no liability for damages that arise if, after completion of an order,
  - (i) changes have been made to machines or systems inspected by Lebbing automation & drives GmbH and/or
  - (ii) the state of the art and/or the relevant directives and standards have changed.
7. If Lebbing automation & drives GmbH is in default with a delivery or service or if a delivery or service becomes impossible for whatever reason, the liability for damages shall be limited in accordance with Section VIII of these General Terms and Conditions of Delivery.
8. Lebbing automation & drives GmbH is entitled, within the framework of the relevant data protection regulations, to process the data received about the Customer with regard to the business relationship or in connection with this in the sense of the Federal Data Protection Act and to use it to the usual extent in order to offer the Customer further products and services in the sense of the benevolent maintenance of the business relationship.

#### V. Nature of the service

1. Only the offer from Lebbing automation & drives GmbH shall be decisive for the quality of the service. Information in other documents (e.g. presentations) or on the Internet is always to be understood as non-binding examples.
2. Documents such as risk assessments, risk analyses, operating instructions and verifications are created with the components described in the offer and in accordance with the agreed structure.
3. The suitability of documents for countries other than those expressly listed in the offer or, if no countries are listed but only guidelines or standards, for countries in which the listed guidelines or standards do not apply, is not warranted unless expressly agreed otherwise.
4. The relevant standards and guidelines are decisive for the quality of the service. The Customer must inform Lebbing automation & drives GmbH of the technical standards applicable in his industry and in the specific sales territory of the respective product. If Lebbing automation & drives GmbH prepares a standard search including a standard list and sends it to the Customer for approval, only the approved standards list shall be considered authoritative.

#### VI. Place of fulfillment

The place of performance for all obligations arising from the contractual relationship shall be the registered office of Lebbing automation & drives GmbH, unless otherwise agreed.

#### VII. Liability for defects

1. Lebbing automation & drives GmbH shall provide its services in accordance with the agreed quality as set out in Section V.
2. The Customer is obliged to inspect the services immediately after delivery and to notify Lebbing automation & drives GmbH immediately of any obvious defects. In the case of defects which could not be detected during the inspection, the service shall be deemed to have been accepted if the complaint was not made immediately after discovery. If there is no notification or only a delayed notification, the Customer is no longer entitled to any rights in this respect.
3. In the event of justified complaints, Lebbing automation & drives GmbH shall, at its own discretion, either rectify the defect within a reasonable period of time or provide the service in full a second time (right to subsequent performance). Lebbing automation & drives GmbH shall be entitled to the right of subsequent performance in respect of the same defect up to three times. If the rectification of defects fails or in the cases stipulated by law in which Lebbing automation & drives GmbH is not entitled to rectification, the Customer may withdraw from the contract or reduce the purchase price appropriately.
4. The period of liability for defects is twelve months from delivery or, if acceptance is required, from acceptance.
5. If a defect is due to the fault of Lebbing automation & drives GmbH, the Customer may claim damages under the conditions specified in Section VIII.
6. The liability for defects expires if the Customer changes the delivery item or has it changed by a third party without the consent of Lebbing

automation & drives GmbH and this makes the removal of the defect impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs of remedying the defect resulting from the change.

#### **VIII. Liability for damages**

1. Unless otherwise stated in these GTC including the following provisions, Lebbing automation & drives GmbH shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
2. Any liability of Lebbing automation & drives GmbH towards the Customer for damages that are not related to the service itself is excluded, regardless of the legal basis on which any claim by the Customer is based. Any liability for indirect, incidental, or consequential damages, such as loss of profit or loss of production, is therefore excluded.
3. The limitations of liability resulting from Section VIII.2 also apply to breaches of duty by persons for whose fault Lebbing automation & drives GmbH is responsible for according to statutory provisions.
4. Exclusions and limitations of liability of Lebbing automation & drives GmbH shall not apply to the extent that they are contrary to mandatory applicable law. The limitations of this Section VIII. do not apply to the liability of Lebbing automation & drives GmbH for intentional behavior, for guaranteed characteristics, for injury to life, limb, or health or under the Product Liability Act.

#### **IX. Property rights**

1. The Customer shall be liable to Lebbing automation & drives GmbH for the fact that the services provided by the Customer as well as the documents, information, data, and objects made available within the framework of the cooperation are technically and legally correct and are free of property rights of third parties which exclude or impair their contractual use by Lebbing automation & drives GmbH.
2. The Customer and Lebbing automation & drives GmbH are mutually obliged to treat all information relating to the business and operational affairs of the other party as strictly confidential and to use it only within the scope of the purpose of the respective order placed. Within the scope of this purpose, Lebbing automation & drives GmbH is entitled to pass on the information to third parties.
3. Without the prior written consent of Lebbing automation & drives GmbH, the Customer may not refer to the business relationship in advertising material, brochures, etc.

#### **X. Retention of title**

1. The retention of title agreed below serves to secure all existing, present, and future claims of Lebbing automation & drives GmbH against the Customer arising from the supply relationship existing between the contracting parties.
2. The documents provided by Lebbing automation & drives GmbH to the Customer shall remain the property of Lebbing automation & drives GmbH until all secured claims have been paid in full.

#### **XI. Final provisions**

1. Swiss law applies. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.
2. Any dispute, controversy or claim arising out of or in connection with these Conditions of Purchase, including the validity, invalidity, breach, or termination thereof, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Arbitration Center. The version of the Rules in force at the time the Notice of Arbitration is submitted shall apply. The arbitration tribunal shall consist of three members and its seat shall be in Zurich, Switzerland. The language of the arbitration proceedings is German.
3. Should any provision of these Terms and Conditions be or become void, invalid, or unenforceable in whole or in part, the validity and enforceability of all other remaining provisions shall not be affected. The void, ineffective or unenforceable provision shall, to the extent permitted by law, be deemed to be replaced by the effective and enforceable provision that comes closest to the economic purpose pursued by the void, ineffective or unenforceable provision in terms of object, measure, time, place, and scope. The same applies to the filling of any gaps in these Terms and Conditions.