

General Terms and Conditions of Sale for the Online Shop of Interroll Fördertechnik GmbH

1. **Scope, Differing terms and conditions of the Customer**
 - 1.1 These General Terms and Conditions of Sale for the online shop of Interroll Fördertechnik GmbH, Höferhof 16, 42929 Wermelskirchen (hereinafter referred to as **“ONLINE SHOP General T&Cs”**) apply exclusively to companies within the meaning of Section 14 *BGB* [German Civil Code] (hereinafter referred to as **Customer**) i.e. natural persons or legal entities that are acting in the performance of their commercial or independent professional activities when concluding a legal transaction. The Customer confirms the Customer's commercial status prior to visiting the online shop and within the scope of the Customer's purchase order (paragraph 4.3).
 - 1.2 These ONLINE SHOP General T&Cs apply exclusively to the Customer's business transactions via our **“Online Shop”** (<https://shop.interroll.com/>). Where our ONLINE SHOP General T&Cs are implemented in business with the Customer, they shall also apply to all further business relations between the Customer and ourselves, unless otherwise expressly agreed in writing. Differing General Terms and Conditions of Purchase of the Customer are herewith expressly contradicted. They shall apply only if and insofar as we expressly acknowledge them in writing. Our silence regarding such differing General Terms and Conditions of Purchase shall not be deemed in particular to be acknowledgement or consent, and this shall also apply to future contracts.
 - 1.3 Our ONLINE SHOP General T&Cs shall apply in place of any General Terms and Conditions of Purchase of the Customer even if, according to such Terms and Conditions, the acceptance of an order is deemed to be the unconditional acknowledgement of the General Terms and Conditions of Purchase or where we deliver, after the Customer has indicated the validity of the Customer's General Terms and Conditions of Purchase, unless we have expressly waived in writing the validity of our ONLINE SHOP General T&Cs. By accepting our order confirmation, the Customer expressly acknowledges that the Customer waives the Customer's legal objection derived from the General Terms and Conditions of Purchase.
2. **Information, properties of the products**
 - 2.1 Information and explanations with regard to our products shall be provided solely on the basis of our experience to date.
 - 2.2 Reference to standards, similar technical regulations and technical information, descriptions and illustrations of the delivery item in quotations and brochures and our advertising shall represent a specification of properties of our products only when we have expressly declared the quality to be a *“property of the product”*. These are otherwise non-binding, general specifications.
 - 2.3 We shall only be deemed to have given a guarantee if we have designated a property and/or contractual performance in writing as *“guaranteed by law”*.
 - 2.4 The basic data notified to us by the Customer for the manufacture of the products, i.e. the values and specifications stated by the Customer, shall be taken by us, where possible technically and in relation to the production, as the basis for the manufacture of the products and we shall attempt to achieve them as closely as possible.
- 2.5 We shall assume no liability for the usability of our products for the Customer's intended purpose other than liability mandatory by law unless we have agreed otherwise in writing with the Customer.
- 2.6 We shall retain title and copyright to illustrations, drawings, indications of weight and dimension, performance and other property specifications, cost estimates and other documents about our products and services as well as presentations in the Online Shop. The Customer undertakes not to make the documents listed in the foregoing sentence accessible to third parties, unless we give our express written consent.
3. **Samples**

If we have to deliver according to the Customer's data or samples, the Customer shall assume the responsibility towards ourselves that the products manufactured according to the Customer's data or samples do not infringe third-party rights, in particular industrial property rights. If third parties assert claims against us, the Customer shall indemnify us against such claims.
4. **Conclusion of the contract, Scope of delivery, Procurement risk, Guarantee, Acceptance**
 - 4.1 Purchase orders can be placed by the Customer in our Online Shop. To order products from our Online Shop, products must first be selected and partially configured (click *“Configure”*). The configured products can then be added to the cart (click *“Add to Cart”*). If configuration of the product is not necessary, the product can be added to the cart immediately (click *“Add”*). A product can also be added to the cart under the category *“Fast Order”*, indicating the material number and customer material number or by uploading a purchase order with the customer material number (click *“Add to Cart”*). To identify and prevent input errors during the ordering process, a summary page is displayed to the Customer when ordering via our Online Shop before the purchase order is valid to enable the Customer to check all details of the purchase order (products, price, delivery charges etc.) and to correct data entered in the input fields or by using the *“Back”* arrow (*“<”*) in the Online Shop. The contract is concluded in German.
 - 4.2 The Customer's purchase order sent to us (click *“Submit Order”*) is a binding offer to conclude a purchase contract. We shall then send the Customer an automatic acknowledgement of receipt by email. The automatic acknowledgement of receipt documents only that we have received the Customer's purchase order and is not acceptance of the offer. A contract shall be created only after we have issued the declaration of acceptance, which shall be sent by separate email (*“Invoice”* or *“Order Confirmation”*) or by shipment of the products to the Customer.
 - 4.3 The Customer can place purchase orders via our Online Shop only after successful registration: to do so, the Customer completes the information required - company name, name, address, email - in the registration mask for companies. The Customer shall receive confirmation of registration immediately by email. The Customer is in any case obliged, when ordering from and/or registering with our Online Shop, to provide all information required to process the purchase order truthfully, accurately and in full.

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- The text of the contract shall be stored in compliance with data protection.
- 4.4 All agreements, collateral agreements, assurances and amendments of contracts shall only be valid when given in writing. This shall also apply to the waiver of the written form agreement itself. Verbal amendments or modifications of contracts shall not be valid. The precedence of an individual agreement (Section 305 b *BGB*) shall remain unaffected.
- 4.5 The Customer must notify us in writing of any special requirements of our products during the ordering process in the Online Shop.
- 4.6 We shall only be obliged to deliver from our own product stock.
- 4.7 The assumption of a procurement risk is not based solely on our obligation to deliver an item which is defined solely by its class. We shall assume a procurement risk only by virtue of a separate written agreement, stating “*we assume the procurement risk...*”.
- 4.8 If shipment is delayed at the Customer’s request or for reasons for which the Customer is responsible, we shall have the right, beginning upon expiry of the period set by the written notice of readiness for shipment, to carry out storage and to invoice the costs incurred thereby at 0.5 % of the net invoice amount of the stored products for each month or part thereof. The assertion of further rights shall remain unaffected. The right is reserved for the Customer to prove that no costs or considerably lower costs were incurred.
- Furthermore, we shall have the right, after the period expires, to dispose of the contractual products otherwise and to make a new delivery to the Customer after a reasonable period.
- 5. Delivery, Delivery time, Default in delivery**
- 5.1 Delivery times specified by us shall be calculated from the date of receipt of the invoice/order confirmation. If no delivery time or no different delivery time is specified for the respective products in the order confirmation, this shall be approx. 2-4 weeks.
- 5.2 All prices are net prices subject to value added tax at the respectively valid statutory rate.
- 5.3 Unless otherwise agreed, delivery shall be made to the delivery address specified by the Customer. Shipping and delivery charges shall be shown within the scope of the purchase order.
- 5.4 The Customer’s interest in our delivery or service shall lapse in the absence of other written agreement only if we fail to deliver material parts or deliver them with delay.
- 5.5 If we default in delivery or service, the Customer must first set us a reasonable grace period for delivery or performance of at least 14 days, unless this is unreasonable in the individual case. If this period elapses without result, damage claims for breach of duty, for whatever reason, shall exist only as stipulated in paragraphs 5.7 and 11.
- 5.6 We shall not be in default as long as the Customer is in default in fulfilling obligations towards us, also obligations under other contracts.
- 5.7 If the Customer incurs damage as a result of our default, the Customer shall have the right, to the exclusion of further claims, to require compensation for default. It shall amount, for each full week of delay, to 0.5 % but as a whole to not more than 5 % of the net price for that part of the total delivery which, as a result of the default, cannot be used in due time or not according to the contract. No further compensation shall be due from us for damage as a result of delay. This shall not apply in the case of an intentional or fraudulent act on our part, in the case of damage due to injury to life, limb or health and in the case of default where a fixed-date transaction has been agreed within the meaning of the law.
- 5.8 Delivery and/or service periods shall begin with the Customer’s receipt of our order confirmation but not before all details about the execution of the order have been clarified and all other requirements to be fulfilled by the Customer have been met, in particular advance payments or securities have been made respectively provided in full. This shall apply accordingly to delivery and/or service dates. If the Customer requests changes after placing the order, a new, reasonable delivery and/or service period shall begin upon our confirmation of the change.
- 5.9 The Customer can pay the invoice amount by bank transfer.
- 6. Delivery subject to own receipt of delivery, Force majeure and other obstructions**
- 6.1 If we do not receive deliveries or services from our suppliers required to perform our delivery owed according to the contract, despite due and proper stocking prior to conclusion of the contract with the Customer or they are incorrect or not in due time, for reasons for which we are not responsible, or events of force majeure occur, we shall notify our Customer in a timely manner in writing or text form. In such case, we shall have the right to postpone the delivery for the duration of the obstruction or to rescind the contract in whole or in part for the part not yet fulfilled if we have met our foregoing duty to provide information and have not assumed a procurement risk. Events of force majeure are strikes, lockouts, official intervention, epidemics and pandemics, energy shortages and shortages of raw materials, transport bottlenecks through no fault of our own, company obstructions through no fault of our own, e.g. due to fire, water and damage to machinery, and any other obstructions which, when considered objectively, were not culpably caused by us.
- 6.2 If a delivery date or a delivery period has been agreed with binding force and the agreed delivery date or the agreed delivery period is exceeded due to events according to paragraph 6.1, the Customer shall have the right, after a reasonable grace period has elapsed without effect, to rescind the contract for the part not yet fulfilled where the Customer cannot be objectively expected to adhere further to the contract. The Customer shall have no further claims, especially damage claims, in such case.
- 6.3 The above provision pursuant to paragraph 6.2 shall apply *mutatis mutandis* if a customary delivery period has been

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- exceeded for the reasons stated in paragraph 6.1, even without contractual agreement of a fixed delivery date.
- 7. Shipment, INCOTERMS, Passing of risk, Packaging, Flat rate disposal costs**
- 7.1 Unless otherwise agreed in writing, shipment shall be made by us uninsured, at the risk and expense of the Customer, and ex our respective works (INCOTERM EXW).
- 7.2 If our order confirmation includes a clause stipulated in the INCOTERMS, the INCOTERMS as last amended shall apply to the respective clause unless otherwise stated in our order confirmation.
- 7.3 We reserve the right to choose the route and means of transport. We shall, however, endeavour to take the Customer's wishes into account with respect to the route and type of shipment. Any additional expenses incurred as a result, also where delivery freight paid is agreed, shall be borne by the Customer.
- 7.4 If shipment is delayed at the Customer's request or through the Customer's fault, we shall store the products at the Customer's expense and risk (see paragraph 4.8). In this case, notice of readiness for shipment shall be equivalent to shipment.
- 7.5 The risk of accidental loss or accidental deterioration shall pass to the Customer upon the products to be delivered being handed over to the Customer, the forwarder, the freight carrier or the companies otherwise designated to carry out the shipment but at the latest upon leaving our respective works.
- 7.6 If the shipment is delayed because we assert our right of retention due to the Customer's default in payment in whole or in part or due to another reason for which the Customer is responsible, the risk shall pass to the Customer at the latest as of the date of notification of readiness for shipment.
- 7.7 Where the Customer or third parties determined by the Customer take over the products, times/dates for taking over the products must be agreed with us in due time.
- 7.8 If there is a statutory obligation to take back transport packaging and the Customer requires us to take back transport packaging, the Customer undertakes to have the return delivery processed free domicile or to order the return delivery.
- 8. Notice of defects, Breach of duty, Warranty**
- 8.1 The Customer must give us notice of recognisable material defects immediately but at the latest 14 days after collection in the case of delivery ex works, otherwise after delivery. Notice of hidden material defects must be given to us by the Customer immediately after they are detected but at the latest within the warranty period according to paragraph 8.7. A notice of defects that fails to comply with requirements of time shall exclude any claim by the Customer for breach of duty due to material defects. This shall not apply in the case of an intentional or fraudulent act on our part, the assumption of a guarantee for the absence of defects by us or in the case of liability according to the *Produkthaftungsgesetz* [German Product Liability Act].
- 8.2 Notice of defects according to paragraph 8.1 must be given in writing. A notice of defects that fails to comply with requirements of form shall also exclude any claim by the Customer for defects.
- 8.3 Material defects recognisable on delivery must also be notified to the transport operator and the recording of the defects arranged by the transport operator. Notices of defects must include a description of the defect. A notice of defects that fails to comply with requirements of time shall exclude any claim by the Customer for breach of duty due to defects. This shall not apply in the case of an intentional or a fraudulent act on our part, in the event of injury to life, limb or health or the assumption of a guarantee for the absence of defects or liability according to the *Produkthaftungsgesetz*.
- 8.4 Once processing, treating, combining or mixing with other articles has begun, the products delivered, in the case of recognisable material defects, shall be deemed approved by the Customer as according to the contract. The same shall apply if the products are shipped onward from the original destination. Before any of the above activities begin, it shall be incumbent upon the Customer to clarify, through appropriate checks in terms of scope and method, whether the delivered products are suitable for the processing purposes, process purposes and other purposes intended by the Customer.
- 8.5 The Customer must give notice in writing immediately of other breach of duty before the assertion of further rights, setting a reasonable period for remedy.
- 8.6 If the breach of duty does not by way of exception relate to the performance of work on our part, rescission shall be excluded insofar as our breach of duty is negligible.
- 8.7 We shall provide a warranty for material defects for a period of one (1) year, calculated from the date of the passing of risk (see paragraph 7). This shall not apply if we are responsible for fraudulent intent, intent or gross negligence and in the cases pursuant to Art. 11.1 (a) - (h) below. The limitation period in the case of delivery recourse according to Sections 445a, 445b *BGB* shall remain unaffected.
- 8.8 Further claims by the Customer for or in connection with defects or consequential damage caused by defects, for whatever reason, shall exist only subject to the provisions of paragraph 11, unless these are damage claims resulting from a guarantee, which is intended to cover the Customer against the risk of any defects. In this case too, however, we shall be liable only for typical and foreseeable damage.
- 8.9 If the Customer or a third party rectifies the products incorrectly, unauthorised changes are made to the products, parts are replaced or consumables used that do not comply with the specifications or our operating or maintenance instructions are not followed, we shall not be liable for the resulting consequences. This shall not, however, apply if the warranty claim can be proved not to be attributable to one of the above-mentioned exclusion criteria.
- 8.10 Our warranty and the liability arising therefrom shall likewise be excluded if defects and damages connected therewith cannot be proved to be due to defective material

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- or defective workmanship or defective instructions on use. Warranty and liability arising therefrom shall be excluded in particular with respect to the consequences of incorrect use, excessive use or inappropriate storage conditions, for example, the consequences of chemical, electromagnetic, mechanical or electrolytic influences, which do not correspond with average expected standard influences. This shall not apply in the case of fraudulent or intentional conduct on our part or injury to life, limb or health or liability according to the *Produkthaftungsgesetz*.
- 8.11 Claims based on defects shall not exist in the case of only an insignificant deviation from the agreed or customary quality or usability.
- 8.12 Recognition of breach of duty, in particular in the form of material defects, shall only be valid when given in writing.
- 9. Prices, Payment terms, Objection of uncertainty**
- 9.1 All our prices are in principle quoted in EUROS, excluding value added tax, which is to be borne by the Customer at the respective legally valid rate, excluding packaging, freight. Prices and additional charges shall be determined according to our price list generally valid at the time the contract is concluded, unless otherwise agreed.
- 9.2 We have the right at our reasonably exercised discretion (Section 315 *BGB*) to increase the prices for our deliveries and services unilaterally where manufacturing, material and/or procurement costs, wage and ancillary wage costs, social security contributions as well as energy costs and costs due to legal requirements, environmental charges, currency regulations, changes in customs duties and/or other public charges increase if these have a direct or indirect impact on the costs of our contractually agreed deliveries and services and increase by more than 5 % and if more than 4 months elapse between conclusion of the contract and delivery/service. An increase as defined above shall be excluded if the increase in costs for individual or all of the above-mentioned factors is set off by a reduction in costs for other of the mentioned factors in relation to the overall cost burden for the delivery/service (cost balancing). If the above-mentioned cost factors are reduced, without the reduction in costs being set off by the increase in other of the above-mentioned cost factors, the reduction in costs shall be passed on to the Customer through a price reduction. If the new price based on our right to adjust prices as stated above is 20 % or higher than the original price, the Customer shall have the right to rescind contracts not yet fulfilled in full in respect of the part of the contract not yet fulfilled. The Customer can, however, assert this right only immediately after notification of the increased remuneration.
- 9.3 Our invoices are payable within 30 days of delivery of the products without any deduction unless otherwise agreed in writing.
- 9.4 In the absence of payment, the Customer shall be in default in payment, even without reminder notice, within 31 days of delivery.
- 9.5 When default occurs, default interest shall be charged of 9 percentage points above the respectively applicable base interest rate when the claim for payment becomes due. The right to assert damage in excess of this remains reserved.
- 9.6 The date payment is received by us or credited to our account shall be deemed the payment date.
- 9.7 The Customer's default in payment shall cause all claims for payment under the business relationship with the Customer to become due immediately. Regardless of any agreements to defer payments or agreements on payment by instalment, all the Customer's liabilities due to us shall in such case become due for payment immediately.
- 9.8 If payment terms are not met or circumstances known or recognisable that, in our proper commercial judgement, give rise to justified doubt as to the Customer's creditworthiness, also including such facts that already existed when the contract was concluded but which were unknown to us or did not have to be known to us, we shall have the right, notwithstanding further statutory rights in such cases, to cease further work on current orders or to stop the supply and to require advance payments or the provision of securities which are acceptable to us for deliveries still outstanding and, after expiry of a reasonable extension period to provide such securities without effect, to rescind the contract, irrespective of other statutory rights. The Customer shall be obliged to reimburse us for all damages incurred by failure to execute the contract.
- 9.9 The Customer shall have a right of retention or right of set-off only with respect to those counterclaims that are not disputed or have been recognised by declaratory judgment.
- 9.10 The Customer can exercise a right of retention only to the extent that the Customer's counterclaim relates to the same contractual relationship.
- 10. Retention of title**
- 10.1 We retain title to all goods delivered by us (hereinafter referred to as "**Goods Subject to Retention of Title**") until all our claims under the business relationship with the Customer, including claims arising in the future from contracts concluded at a later date, are paid. This shall also apply to any balance in our favour when individual or all claims are added by us to an open account (current account) and the balance has been established.
- 10.2 The Customer shall insure Goods Subject to Retention of Title adequately, in particular against fire and theft. Claims against the insurance arising from an event of damage relating to Goods Subject to Retention of Title are herewith already assigned to us in the amount of the value of the Goods Subject to Retention of Title.
- 10.3 The Customer shall have the right to resell the delivered products in the normal course of business. The Customer is not permitted to make other disposals, especially pledging or granting of equitable lien. If Goods Subject to Retention of Title are not paid for immediately by a third-party buyer when resold, the Customer shall be obliged to resell only under retention of title.
- The right to resell Goods Subject to Retention of Title shall cease to apply at once if the Customer suspends its payment or defaults in payment to us.
- 10.4 The Customer herewith already assigns to us all claims, including securities and ancillary rights, which accrue to the

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- Customer against the end user or third parties from or in connection with the resale of Goods Subject to Retention of Title. The Customer may not reach an agreement with its customers that excludes or prejudices our rights in any way or nullifies the assignment of the claim in advance. If Goods Subject to Retention of Title are sold with other items, the claim against the third-party customer in the amount of the delivery price agreed between ourselves and the Customer shall be deemed assigned, unless the amounts applicable to the individual goods can be determined from the invoice.
- 10.5 The Customer shall remain entitled to collect the claim assigned to us until revoked by us, this revocation being admissible at any time. At our request, the Customer shall be obliged to give us the information and documents in full required to collect assigned claims and, unless we do so ourselves, to notify its customers immediately of the assignment to us.
- 10.6 If the Customer incorporates claims from the resale of Goods Subject to Retention of Title in a current account relationship with its customers, the Customer shall already now assign to us any recognised closing balance resulting in its favour in the amount which corresponds to the total amount of the claim from the resale of our Goods Subject to Retention of Title, such claim being transferred to the current account relationship.
- 10.7 The Customer must notify us immediately if the Customer has already assigned claims to third parties arising from the resale of goods delivered or to be delivered by us, especially due to real or unreal factoring, or has made other agreements which can prejudice our current or future security interests pursuant to this paragraph 10.
- In the case of unreal factoring, we shall have the right to rescind the contract and obtain the surrender of products already delivered. This shall also apply to real factoring if, according to the contract with the factor, the Customer cannot freely dispose of the purchase price of the claim.
- 10.8 In the event of conduct in breach of the contract through the Customer's fault, especially in the case of default in payment, we shall have the right, without previously having to rescind the contract, to take back all Goods Subject to Retention of Title. The Customer shall be obliged in this case to surrender the Goods Subject to Retention of Title at once. We may at any time during normal business hours enter the Customer's business premises to determine the stock of the goods delivered by us. Taking back Goods Subject to Retention of Title shall constitute rescission of the contract only if we expressly declare this in writing or mandatory statutory provisions provide for this. The Customer must notify us immediately in writing of any third-party seizure of Goods Subject to Retention of Title or claim assigned to us.
- 10.9 If the value of the securities existing for us according to the foregoing provisions exceeds the secured claims as a whole by more than 10 %, we shall be obliged at the Customer's request in this respect to release securities at our option.
- 10.10 Goods Subject to Retention of Title shall be treated and processed for us as manufacturer within the meaning of Section 950 *BGB* but without obligation on our part. If Goods Subject to Retention of Title are processed or combined inseparably with other items that do not belong to us, we shall acquire co-ownership in the new item in the ratio of the invoice value for our goods to the invoice values for the other processed or combined items. If our goods are combined with other movable items into a uniform item that is deemed the principal item, the Customer shall already now transfer co-ownership thereof to us in the same ratio. The Customer shall maintain ownership or co-ownership free of charge for us. Rights of co-ownership accordingly arising shall be deemed Goods Subject to Retention of Title. The Customer shall be obliged at any time at our request to provide us with the information required to pursue our ownership or co-ownership rights.
- 10.11 As of the Customer's suspension of payment or in the event of the filing of an insolvency petition by the Customer, the Customer shall no longer have the right to sell, process, combine or mix Goods Subject to Retention of Title (see paragraph 10.1). In such case, the Customer must rather carry out the immediate separate storage and labelling of the Goods Subject to Retention of Title and hold amounts, to which we are entitled from assigned claims for product deliveries and received by the Customer, in trust for us.
- 10.12 If, in the case of deliveries abroad, specific measures and/or declarations are required on the part of the Customer in the importing country to ensure the effectiveness of our above-mentioned retention of title or our other rights described there, the Customer shall notify us of this in writing or text form and shall take such measures and/or make such declarations immediately at its expense. We shall cooperate on this to the required extent. If the law of the importing country does not allow retention of title but allows us to reserve other rights to the delivery item, we can exercise all rights of this nature at our reasonably exercised discretion (Section 315 *BGB*). If our claims against the Customer cannot be secured by this in an equivalent amount, the Customer shall be obliged at its expense to provide us immediately with other appropriate securities for the goods supplied or other securities according to our reasonably exercised discretion (Section 315 *BGB*).
- 11. Liability, Exclusion and limitation of liability**
- 11.1 We shall be liable in principle only for intent and gross negligence by us and our legal representatives and vicarious agents. Our liability and that of our legal representatives and vicarious agents for ordinary negligence shall, therefore, be excluded except in the following cases:
- (a) the violation of material contractual obligations; material contractual obligations are obligations, the fulfilment of which defines the contract and where the Customer may rely on compliance with such obligations;
 - (b) if, in the event of the violation of obligations within the meaning of Section 241 (2) *BGB*, it is no longer reasonable to expect the Customer to accept our performance;
 - (c) in the event of injury to life, limb and health;

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- (d) where a guarantee for the quality of performance, for the existence of a contractual performance or a procurement risk has been assumed;
- (e) fraudulent intent;
- (f) initial impossibility;
- (g) claims under the *Produkthaftungsgesetz*; or
- (h) other cases of liability mandatory by law.
- 11.2 If we or our vicarious agents are responsible only for ordinary negligence and none of the cases stated in paragraphs (a), (c), (d), (e), (g) and (h) of paragraph 11.1 exists, our liability shall be limited in amount to a maximum of EUR 3,000,000.00 and - also in the event of violation of material contractual obligations - to typical and foreseeable damage when the contract was concluded. Any further liability shall be excluded.
- 11.3 Any further liability for damages other than provided for in the above paragraphs shall be excluded without regard for the legal nature of the asserted claim. This shall apply in particular to damage claims arising from fault when concluding the contract, due to other breach of duty or due to claims in tort for compensation in respect of property damages pursuant to Section 823 *BGB*.
- 11.4 Exclusion respectively limitation of liability pursuant to paragraphs 11.1 to 11.3 above shall apply to the same extent in favour of our executive and non-executive employees and other vicarious agents as well as our sub-contractors.
- 11.5 Claims by the Customer for damages arising from this contractual relationship can be asserted only within a preclusion period of one (1) year as of commencement of the statutory limitation period. This shall not apply if we are responsible for fraudulent intent, intent or gross negligence and in the cases pursuant to paragraph 11.1 (a) - (h). The limitation period in the case of delivery recourse according to Sections 445a, 445b *BGB* shall remain unaffected.
- 11.6 There is no connection between the reversal of the burden of proof and the foregoing provisions.
- 12. Export control, Intra-Community trade**
- 12.1 In the absence of other written agreement, the delivered product is intended at all times to remain and to be used as well as sold in the first country of delivery agreed with the Customer.
- 12.2 The export of certain goods can be subject to authorisation e.g. because of their nature or their intended purpose or final destination. This applies in particular to so-called dual-use items. The Customer shall be obliged to comply strictly with the relevant export regulations and embargos for these goods (products, goods, software, technology), especially of the European Union (EU), Germany respectively of other EU Member States and, if applicable, the USA.
- 12.3 The Customer shall in particular verify and ensure that
- (a) the products provided are not intended for use in armaments, nuclear facilities or weapon technology;
- (b) no companies and persons specified on the US Denied Persons List (DPL) are supplied with original US goods, software and technology;
- (c) no companies and persons specified on the US Warning List, US Entity List or US Specially Designated Nationals List are supplied with original US products without relevant approval;
- (d) no companies and persons are supplied that are specified on the List of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists or the EU Terror List;
- (e) the early-warning indications of the competent German or national authorities of the respective country of origin of the delivery are complied with.
- The Customer undertakes to send us immediately on request but at the latest within 10 days the original relevant end-use certificates in the form prescribed by the *Bundesamt für Wirtschaft und Ausfuhrkontrolle* [German Federal Office of Economics and Export Control].
- 12.4 Our products may only be accessed and used if they are consistent with the above verification and comply with the assurance; otherwise we shall not be obliged to perform.
- 12.5 Where products are passed on, the Customer undertakes to oblige other recipients in the same way and to notify them of the need to comply with such legal provisions.
- 12.6 The Customer undertakes to indemnify us against all damages which we incur due to the culpable violation of the foregoing obligations pursuant to Art. 12.1 to 12.5. The scope of the damages to be reimbursed shall also include the reimbursement of all necessary and reasonable expenses, which we incur or have incurred, in particular the costs and expenses for any legal defence and any official administrative fines or penalties.
- 12.7 In the event of a culpable breach of the foregoing obligations pursuant to paragraphs 12.1 to 12.5 by the Customer, we shall have the right to rescind the purchase contract.
- 12.8 The Customer confirms the correctness of the Customer's VAT ID number. The Customer undertakes to notify both ourselves and the domestic tax authority competent for the Customer immediately of any change in the Customer's name, address, company name and VAT ID number. If a delivery is treated as subject to tax due to faults in specifying the name, company name, address or VAT ID number, the Customer shall refund the tax to be paid by us arising from this situation.
- 12.9 If double taxation occurs - purchase tax in the Customer's country, value added tax in Germany - the Customer shall pay the excess value added tax paid, i.e. not owed due to the purchase tax liability, to us, waiving the defence of disenrichment.
- 13. Third-party property rights**

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- 13.1 We shall only be obliged to supply the products free of third-party rights or claims, which are based on industrial property rights or other intellectual property and which we were aware of when the contract was concluded or were not aware of as a result of gross negligence, provided that the right or claim is based on industrial property rights or other intellectual property
- are changed by the Customer or mixed or used together with products which were not supplied by us.
- (a) according to the law of the Federal Republic of Germany if our Customer has its registered office or branch there; or
- (b) according to the law of a foreign state if the Customer has its registered office or branch there; or
- (c) according to the law of a third country only if we have expressly agreed in writing the use or sale of our products in that third country with the Customer.
- 13.2 If a third party makes justified claims against our customers in respect of the products supplied by us pursuant to paragraph 1 above, we shall be liable to the Customer within the period determined in paragraph 8.7 as follows:
- (a) We shall at our option first attempt at our expense to obtain either a right of use for the relevant deliveries or change the products so that the property right is not infringed or exchange the products. If we cannot do so on reasonable conditions, the Customer shall be entitled to its statutory rights which shall, however, be governed by these General Terms and Conditions of Sale and Delivery.
- (b) The Customer shall be obliged to notify us immediately in writing of claims asserted by the third party, not to acknowledge any infringement and to reserve for us all defensive measures and settlement negotiations. If the Customer ceases using the products for reasons of loss minimisation or other good cause, the Customer shall be obliged to advise the third party of the fact that cessation of use is not deemed to be an acknowledgement of an infringement of property rights. If the Customer is challenged by third parties for infringement of property rights resulting from the use of products supplied by us, the Customer undertakes to notify us of this immediately and to give us the opportunity to participate in any legal action. The Customer shall support us in every way in the conduct of such legal action. The Customer shall not take any action which might impair our legal position.
- 13.3 Our obligation according to paragraph 1 shall not extend to cases where
- (a) the infringement of property rights results from the fact that, in manufacturing the products, we have acted on information or other data that were provided or specified to us by the Customer; or
- (b) the infringement of property rights is due to an application by the Customer which we could not foresee or is caused by the fact that the products
- 13.4 Our liability according to paragraph 11 shall remain unaffected.
- 14. Confidentiality, Data protection**
- 14.1 The Customer undertakes to keep confidential such facts, documents and knowledge, which the Customer becomes aware of in the course of performing the business relations with us and which contain technical, financial, business or market-related information about our company, if we have designated the respective information as subject to confidentiality or we have an obvious interest in its confidentiality (hereinafter collectively referred to as confidential information). The Customer shall use the confidential information solely for the purpose of implementing and performing the contractual relationship with ourselves according to the contract and the individual contracts based thereon.
- 14.2 Disclosure of confidential information to third parties by the Customer shall require our express and prior written consent.
- 14.3 There shall be no obligation to maintain confidentiality according to paragraph 14.1 above if it is proved that the respective confidential information:
- (a) is state of the art in the public domain or this information becomes state of the art without action by the Customer; or
- (b) was already known to the Customer or is disclosed by a third party authorised to do so; or
- (c) is developed by the Customer without action by us and without exploitation of other information or knowledge acquired through the contractual contact; or
- (d) must be disclosed due to mandatory statutory provisions or orders by a court or official authority.
- 14.4 In respect of the Customer's personal data, we shall observe the relevant statutory provisions, in particular the General Data Protection Regulation (GDPR). Personal data of the Customer shall be collected, stored, processed and used by us if, insofar as and as long as this is necessary to establish, perform or terminate the contract with the Customer. Further collection, storage, processing and use of the Customer's personal data shall take place only if legislation requires or permits this or the Customer has consented to this. The Customer is aware that the collection, processing and use of the contact data of the Customer's contact partners (name, e-mail addresses etc.) based on Art. 6 (1) b) GDPR is necessary to implement measures prior to entering into a contract and to fulfil the contract with the Customer. We have the right in particular to transfer the data to third parties if and insofar as this is necessary to take measures prior to entering into a contract and to fulfil the contract (e.g. for delivery, invoicing or customer service) pursuant to Art. 6 (1) b) GDPR or to fulfil a legal obligation within the meaning of Art. 6 (1) c) GDPR.

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Furthermore, we shall forward such data to third parties (e.g. debt collection agencies) as appropriate also for the purpose of enforcing claims according to Art. 6 (1) b) and/or f) GDPR.

In addition, our privacy policy applies which can be viewed and printed out at <https://www.interroll.com/de/privacy>.

15. Place of performance, Place of jurisdiction, Applicable law

- 15.1 Place of performance for all contractual obligations is our company's registered office except where an obligation to be performed at the Customer's place of business is assumed.
- 15.2 All disputes shall be settled, if legally admissible, exclusively before a court of law which is competent for our company's registered office. We shall also have the right, however, to bring an action against the Customer at the Customer's place of general jurisdiction.
- 15.3 All legal relations between the Customer and ourselves shall be governed exclusively by the law of the Federal Republic of Germany, in particular to the exclusion of the UN Sales Convention (CISG).

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