

General terms of delivery and payment

1. SCOPE OF APPLICATION

1.1 The following General Terms and Conditions of Delivery and Payment shall apply to all deliveries and services provided by us - including future deliveries and services - to companies within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (hereinafter referred to as "Customer"). An entrepreneur within the meaning of § 14 BGB is a natural or legal person or a partnership with legal capacity which, when concluding a legal transaction, is acting in the exercise of its commercial or independent professional activity.

1.2 For all services provided by us (e.g. repairs and inspections), our current Service Terms and Conditions shall apply in addition to these General Terms and Conditions of Delivery and Payment (see www.neybo.com in the footer), unless expressly stipulated otherwise.

1.3 Conflicting or deviating terms and conditions of the customer shall not become part of the contract, even if we do not expressly object to them. Our General Terms and Conditions of Delivery and Payment shall also apply if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our own. In the case of ongoing business relationships, our terms and conditions below shall apply without the need for any further reference.

2. OFFER, DOCUMENTS, CONCLUSION OF CONTRACT, CONTENT OF CONTRACT

2.1 Our offers are non-binding and subject to change. A contract is only concluded if we confirm the order in writing. The content and scope of the contract shall be governed exclusively by our written order confirmation. The precedence of individual agreements in written, textual or verbal form remains unaffected. Telecommunication, in particular by fax or e-mail, is sufficient to fulfil the written form requirement, provided that a copy of the signed declaration is transmitted.

2.2 Our deliveries and services are subject to the proviso that no obstacles arise after the conclusion of the contract due to national or international regulations, in particular export control regulations, embargoes or other restrictions. If necessary authorisations are not granted and this was not foreseeable for us, despite prior detailed examination, the aforementioned reservation shall apply. The contract relating to the unauthorised delivery and service shall then be deemed not to have been concluded with retroactive effect.

2.3 We reserve the property rights and copyrights to cost estimates, illustrations, drawings and other documents; they must be treated confidentially by the customer and may not be made accessible to third parties.

2.4 The technical design of the ordered goods may be changed by us, unless this results in a significant change in function or the customer proves that the change is unreasonable for him. Deviations that represent technical improvements and the replacement of components with equivalent parts are also permitted, provided that they do not impair the usability for the contractually intended purpose.

2.5 Unless we are obliged by individual contract to comply with specific dimensions and special tolerances, customary deviations, in particular ISO and DIN tolerances, are permissible. Quantity deviations - in particular in the case of goods sold by the metre - are permissible within the scope of an excess quantity of 10% and a shortfall of 5% and do not constitute a defect in the delivery.

2.6 We only assume a guarantee for the quality or durability of the goods if this has been expressly promised in our order confirmation or in our advertising.

2.7 If work is to be performed according to the customer's drawing or sample, the customer shall be liable for ensuring that the industrial property rights of third parties are not infringed. In the event of damage, the customer shall indemnify us against third-party claims.

3. PRICES

3.1 Our prices apply ex place of dispatch including loading (FCA). Packaging, freight and insurance are charged separately. The risk of loss of or damage to the goods shall pass to the customer as soon as the goods have been handed over to the carrier.

3.2 VAT will be charged separately at the statutory rate.

3.3 Should we have to bear taxes, customs duties or similar expenses due to deliveries abroad or should fees or charges, in particular customs duties or taxes, be introduced or increased after conclusion of the contract, these shall be borne additionally by the customer.

4. DELIVERY TIME

4.1 Compliance with the agreed delivery time presupposes that all commercial and technical questions have been clarified and that the customer has fulfilled his obligations properly and in good time. This also includes that the customer is obliged to provide all information and documents required by us for the export/transfer/import in good time and in full.

4.2 If the customer is in default of acceptance or culpably violates other obligations to co-operate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims.

4.3 If non-compliance with the delivery time is due to force majeure, labour disputes or other events beyond our control or for which we are not responsible, the delivery time shall be extended accordingly. This shall also apply to unforeseeable delays due to export inspections or authorisation procedures. We shall not be liable for any delays caused by this. In this case, we shall inform the customer of the beginning and end of such circumstances as soon as possible.

4.4 In the event of a delay in delivery for which we are responsible, the customer shall be entitled to set a reasonable grace period in writing with the threat of refusal and, after its fruitless expiry, to withdraw from the order with regard to the delayed performance.

5. TERMS OF PAYMENT

5.1 Unless otherwise agreed, our invoices are due for payment net within 30 days of the invoice date. If payment is made within 10 days of the invoice date, a discount of 2% of the value of the goods shall be granted.

5.2 Payments are to be made to us by bank transfer free paying agent. Payment shall be deemed to have been effected as soon as we can freely dispose of the equivalent value.

5.3 If the customer defaults on payment, we shall be entitled to declare all claims arising from the entire business relationship due and payable immediately. Discount agreements, rebates, price reductions etc. shall be deemed to have lapsed in this case. During the period of default, the customer shall be liable to pay the debt at a rate of 9 percentage points above the base interest rate. We reserve the right to prove and assert higher damages.

5.4 If partial deliveries are permissible because they have been agreed or are reasonable for the customer, we shall be entitled to issue a separate invoice for each partial delivery, which shall be payable in accordance with the above conditions.

5.5 In the event of non-compliance with the terms of payment or circumstances which call into question the creditworthiness of the customer and which jeopardise the payment of our outstanding claims by the customer from the respective contractual relationship, we shall be entitled to suspend outstanding deliveries from all current contracts with the customer or to execute them only against advance payment or against the provision of security. We are also entitled to prohibit the resale of the goods delivered under retention of title and to reclaim the goods immediately at the customer's expense after we have withdrawn from the contract.

5.6 The customer shall only be entitled to set-off or retention rights to the extent that his claim is legally binding or undisputed. In the event of defects, the Purchaser's counter-rights pursuant to Sections 7.3 and 7.4 of these GTC shall remain unaffected.

6. RESERVATION OF TITLE

6.1 Our deliveries are always subject to retention of title. The goods shall remain our property until all claims arising from the business relationship with the customer have been paid in full. In the case of current accounts, the reserved title shall be deemed security for our balance claim.

6.2 The customer is authorised to resell the delivered goods in the ordinary course of business. However, he may neither pledge the reserved goods nor assign them as security.

6.3 In the event of resale, the customer hereby assigns to us all claims with all ancillary rights arising from the resale. This shall apply irrespective of whether he sells the reserved goods unprocessed, processed or treated or together with other items. If the sale is made together with goods not belonging to us, the assignment shall only apply to the value of the goods subject to retention of title. The value shall be measured according to our sales prices.

6.4 Processing and treatment of the goods subject to retention of title shall always be carried out for us as manufacturer within the meaning of § 950 BGB, without, however, placing us under any obligation. The processed goods shall be deemed reserved goods within the meaning of these terms and conditions. If goods subject to retention of title are processed or inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used at the time of processing or mixing. The co-ownership rights thus created shall be deemed to be reserved goods within the meaning of these terms and conditions. At our request, the customer is obliged to inform the purchaser of the reserved goods of our ownership rights.

6.5 The customer is authorised to collect the claims arising from the resale, notwithstanding our own collection authority. As long as the customer duly fulfils his payment obligations, we shall not assert the claim ourselves. At our request, the customer must inform us of the debtors of the assigned claims and notify them of the assignment. This shall not affect our right to notify the third-party debtors of the assignment ourselves. The customer is prohibited from assigning the claim against the third-party debtors to third parties or agreeing a prohibition of assignment with the third-party debtors.

6.6 The customer is obliged to inform us immediately and as quickly as possible of any seizure or any other impairment of our security rights by third parties. The customer is obliged to hand over to us all documents necessary to safeguard our rights and to reimburse us for the costs incurred by any necessary intervention.

6.7 If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the request of the customer.

6.8 In the event of breach of contract by the customer, in particular default in payment, we shall be entitled to withdraw from the contract and to take back the items delivered subject to retention of title and the customer shall be obliged to surrender them.

7. CLAIMS FOR DEFECTS, NOTICE OF DEFECTS, LIMITATION PERIOD

7.1 The customer must inspect the goods received for defects immediately upon receipt in accordance with § 377 HGB (German Commercial Code). The customer must give written notice of defects immediately after receipt of the goods, but at the latest within five calendar days of receipt. The same period shall apply to hidden defects from discovery. Claims for defects not notified in good time shall lapse.

7.2 We guarantee that the delivered goods have any agreed quality at the time of delivery and thus at the time of transfer of risk. If a quality has not been agreed, a material defect shall only exist if the goods are not suitable for the use assumed under the contract at the time of the transfer of risk or if the goods are not suitable for normal use and have a quality which is unusual for goods of the same type and which the customer could not expect according to the type of goods.

7.3 Each time a defect occurs, the customer must prove that the goods were already defective at the time of transfer of risk. In the event of justified complaints, subsequent fulfilment shall be effected at our discretion by rectification (repair) or replacement delivery. We are entitled to have the defect rectified by a third party. Our right to refuse subsequent fulfilment under the statutory conditions remains unaffected.

7.4 The customer must give us the time and opportunity required for the subsequent fulfilment owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the customer must return the defective item to us in accordance with the statutory provisions. Subsequent fulfilment shall not include the removal of the defective item or its reinstallation if we were not originally obliged to install it. If we do not rectify the defect within a reasonable period or supply a replacement, the

the customer has the right to withdraw from the contract or to demand a reduction in the purchase price.

Cancellation is excluded if there is only an insignificant breach of duty on our part.

7.5 The limitation period for claims for defects is

a) one year for the delivery of new goods,
b) one year for a work whose success consists in the manufacture, maintenance or modification of an item or in the provision of planning or monitoring services for this purpose.

c) The warranty is excluded for the delivery of used goods to companies.

d) The aforementioned limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the customer which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. However, claims for damages by the Purchaser pursuant to Clause 8.2 sentence 1 and sentence 2(a) and pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

7.6 In the case of the delivery of new goods, the period shall commence upon delivery of the goods and, in the case of a work within the meaning of Clause 7.5 b, upon acceptance.

7.7 Even in the case of defects, the customer shall only be entitled to claim damages or reimbursement of futile expenses in accordance with the following Section 8.

7.8 In particular, claims for defects shall not exist for defects that arise after the transfer of risk as a result of unsuitable or improper use, incorrect assembly or commissioning by the customer or third parties, unauthorised operation, natural wear and tear, improper maintenance, unsuitable operating materials. If the customer or a third party carries out improper repairs, we shall not be liable for the resulting consequences. The same applies to any modification of the delivered goods carried out without our prior consent.

7.9 If we manufacture according to a drawing provided by the customer, our liability for defects is limited to the execution in accordance with the drawing. If we undertake design work on behalf of the customer, we shall be liable for ensuring that the goods comply with the generally recognised rules of technology. We are not liable for defects resulting from a faulty design, drawing, etc. of the customer.

8. OTHER LIABILITY

8.1 Unless otherwise stated in these GTC including the following provisions, we shall be liable in the event of a breach of pre-contractual, contractual and non-contractual obligations in accordance with the statutory provisions.

8.2 We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of wilful intent and gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), only

a) for damages resulting from injury to life, body or health and

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

c) Claims for compensation for other damages in the event of a breach of secondary obligations or non-essential contractual obligations in the event of simple negligence are excluded.

8.3 The limitations of liability resulting from Clause 8.2 shall also apply in the event of breaches of duty by or in favour of persons whose fault we are responsible for in accordance with statutory provisions. They shall not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the customer under the Product Liability Act.

8.4 The customer 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 cancellation of the customer (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

8.5 Our goods have a wide range of applications. If the customer wishes to use our goods in a manner or for a purpose for which they are not expressly intended according to our product documents or for which we have not declared a separate written release, he must check the suitability for the intended purpose in his own tests. Any liability on our part is excluded.

9. TOOLS AND SPECIAL EQUIPMENT

9.1 The special tools and special equipment manufactured by us shall remain our property even if the costs of development/manufacture are to be borne by the customer.

9.2 If the customer does not accept any parts manufactured with these special tools for a period of at least 5 years and does not object to an announced destruction within a set period, we shall be entitled to have these special tools destroyed at the customer's expense.

10. PROHIBITION OF ASSIGNMENT

The customer is not authorised to transfer rights from the contracts concluded with us to third parties without our consent.

11. APPLICABLE LAW, PLACE OF FULFILMENT, PLACE OF JURISDICTION

11.1 German law shall apply exclusively; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

11.2 Unless otherwise agreed, the place of fulfilment for all obligations arising from the contracts concluded by us with the customer is Nußloch.

11.3 The following applies to our contracts with customers based in EU member states, Switzerland, Norway or Iceland: The exclusive place of jurisdiction is the District Court of Heidelberg. However, we are also entitled to sue the customer at its registered office.

11.4 The following shall apply to our contracts with customers domiciled in countries other than the EU states, Switzerland, Norway and Iceland: All disputes arising from or in connection with deliveries and services provided by us shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with these Rules. The seat of arbitration shall be Heidelberg. The arbitration proceedings shall be conducted in German.

Nussloch, the 15.12.2023