General Terms & Conditions of Sale (GTCS)

of Heinrich Nymphius GmbH, Neumarkter Str. 50, 81673 Munich, Germany

I. Application of the terms & conditions

These terms & conditions of sale apply exclusively to entrepreneurs, legal persons under public law and special public funds within the meaning of § 310 para. 1 of Germany's Civil Code. Deliveries and services are provided exclusively based on these general terms & conditions for all future business relationships even without special agreement. Disadvantageous business conditions of the customer, or a third party in his place, in particular a financing partner with or without a permanent business relationship to us, in which reference to a counter confirmation, acceptance confirmation, entry confirmation or a similar declaration is made in an order are considered to be rejected unless there is written consent from the supplier. These terms & conditions also apply analogously to the pre-contractual business relationships of the contractual parties. Subsidiary agreements, commitments or other provisions deviating from the supplier's terms & conditions are only valid if they have been confirmed by the supplier in writing.

II. Offer, acceptance, commitment, contract

An offer by the supplier does not preclude its revocation unless it has already been accepted or declared irrevocable. All tender documents are subject to the supplier's property rights and copyright; they should not be made accessible to third parties. Misuse will result in an obligation to pay damages. The same also applies to plans declared confidential by the customer. The time-limited offer of a customer is made on an irrevocable basis.

III. Conclusion of contract, scope of delivery

All orders of the customer shall only become binding upon order confirmation sent by the supplier in written form. If, in the opinion of the customer, the order confirmation deviates from the order, he must inform the supplier in writing without delay. Otherwise, the order confirmation is binding on both sides.

IV. Terms of delivery

For all deliveries, ex works Neumarkter Str. 50, 81673 Munich, Germany, applies, excluding the packaging costs. These are borne by the customer.

V. Price and currency

Unless otherwise agreed, the prices are in euros. Added to this is the respective statutory value-added tax.
The offsetting of any counterclaims of the customer, in particular and also from other contracts between the parties, shall not be allowed insofar as the counterclaims are not undisputed or legally established.

VI. Delivery period

1. The delivery period begins with delivery of the order confirmation by the supplier but not before receipt of the agreed documents, approvals and releases to be provided by the customer, as well as an agreed down payment.
2. Delivery periods and deadlines are always non-binding, even if they have been agreed upon in writing, unless they are expressly agreed as binding.
3. At the request of the customer, transport and transport insurance shall be concluded and paid in advance for the customer at his expense and risk. These costs will be invoiced to the customer separately. The customer will approve any appropriate shipping method.
4. In all cases of delayed delivery, even after a period of time set for the supplier, claims for damages by the customer due to delay of delivery as well as claims for damages instead of performance are excluded. This shall not apply if liability is incurred in cases of intent or gross negligence. There is no fault on the part of the supplier if the delay lies outside the supplier's will or sphere of influence, in particular in case of force majeure such as natural catastrophes, fire, water or labor disputes, or in case of deliveries that are not made or are defective, if the supplier has exhausted the reasonable means at its disposal, taking into account his own interests.
5. If the customer causes delay of the shipment, it will be charged an appropriate storage fee for each commenced calendar day.

VII. Payment arrangements

1. Unless otherwise agreed in writing, all invoices of the supplier shall be due for payment immediately without deduction and shall be payable to the bank account stated in the invoice.
2. In the event of payment default by the customer, the supplier is entitled to charge default interest at the statutory rate. In addition, the supplier shall also be entitled to withdraw from the contract by setting a reasonable deadline. In the event of default, the customer undertakes to provide reimbursement for the dunning and collection expenses incurred by the supplier, insofar as they are necessary for appropriate pursuit of legal claims and are appropriate in proportion to the claim.
3. Items delivered shall be accepted by the customer, even if they have insignificant defects, without prejudice to the rights of section IX. Partial deliveries are permitted.

VIII. Retention of title

1. The delivered goods remain the property of the supplier until all claims against the customer arising from the business relationship have been fulfilled. If the value of all security rights to which the supplier is entitled exceeds the value of all secured claims by more than 20%, the supplier shall release a corresponding part of the security rights at the request of the customer; The supplier is entitled to choose between different security rights when releasing the product. The customer is obligated to properly store the delivered goods for the duration of the retention of title and to insure them adequately.
2. If the goods subject to retention of title are seized by means of an official or judicial order or measure, the customer must notify the supplier by fax or e-mail within 48 hours, specifying in detail the creditor, authority and case number. In case of imminent insolvency proceedings, the customer must inform the supplier and assist it in securing or retrieving the goods subject to retention of title. The supplier reserves the right to pursue his right of ownership in its own name irrespective of the possible termination of the sales contract.
3. As long as not all outstanding amounts have been paid, the customer is not entitled to resell the goods subject to retention of title or to proceed with them in any other way which is incompatible with the supplier's retention of title.
4. The supplier shall at all times be entitled to assign its claims against the customer or the right of retention of title to third parties.
5. In the event of a delay in payment, the supplier shall be entitled to demand all goods subject to retention of title. The customer is not entitled to a right of retention or offsetting. All costs incurred in case of withdrawal shall be borne by the customer. The extended retention of title applies.

IX. Liability for defects of the delivery

1. The supplier shall assume liability for defects for the delivered machines and machine accessories for a period of 12 months from

the date of delivery at the seller's factory. It should be noted that the service life of the components that are in direct contact with the media (steam, water, air) is influenced by the quality of the media provided. The customer must ensure the power supply to the machine in sufficient form (see the respective technical specification).

2. Wear parts, in particular sealing components, are excluded from the liability for defects.
3. To the exclusion of further claims, the supplier shall be liable for defects in the delivery as follows: For the purpose of supplementary performance, removal of the defect or the delivery of a defect-free product shall be at the discretion of the supplier and free of charge. The supplier must be immediately notified of any such defects in writing. Replaced parts become the property of the supplier.
4. No liability shall be accepted for damage resulting from unsuitable, improper, deficient, faulty or negligent use.
5. The customer must provide the necessary time and opportunity in order to carry out any repairs or substitute deliveries which appear to be necessary according to the discretion of the supplier. Only in urgent cases in which operational safety is endangered and to prevent disproportionate damages, with the supplier having to be immediately informed, or if the supplier is in default with the elimination of the defect, will the customer have the right to self-help with reimbursement of the necessary costs.
6. From the direct reasonable costs arising from the repair or replacement delivery, the supplier shall bear the costs of replacement and dispatch in case of justified complaints.
7. The seller's liability is limited to gross negligence and intent. The seller shall only be liable for negligent violations of contractual principal obligations, so called cardinal obligations, insofar as the damage is typically associated with the contract and foreseeable, unless the customer has pointed out the risk of unusual damage. Incidentally, the seller is also not liable for violations of non-contractual obligations due to simple negligence.
8. For sold used machines, any supplier liability for defects is excluded, even if they have been serviced, overhauled or subjected to a general overhaul.
9. In order to maintain its claim for defects, the customer is obliged to have specialist personnel clean and maintain the equipment or machine purchased at the prescribed intervals. Repair, inspection, maintenance and repair work may only be carried out by the supplier or by authorized specialists and third parties.

X. Customer requirements / interventions in third-party intellectual property rights

If the goods are sold by the supplier on the basis of design specifications, drawings, models and the like, the warranty/liability of the supplier shall be limited to the fact that the execution was carried out according to the specifications of the customer. The supplier does not have an obligation to test or warn. The customer is obligated to indemnify the supplier against all claims, penalties, costs and expenses of any kind whatsoever which have resulted from the resulting interventions in third-party intellectual property rights.

XI. Force majeure

War, fire, operational disturbances, strike, lock-out, shortage of energy and raw material, traffic disturbances and all other cases of force majeure entitle the supplier to rescind the contract in whole or in part or to postpone the delivery for the duration of the disturbance and to the extent of its impact. The supplier shall notify the customer of this as soon as possible. Entitlement to payment of damage does not arise as a result.

XII. Choice of law, language choice, court of jurisdiction

1. The parties agree to apply German law with the exclusion of international law or international law integrated as German law such as the UN Convention on Contracts for the International Sale of Goods (CISG) or the like. If German law conflicts with foreign law, then German law is agreed.
2. The German language generally applies for the contract as well as for all documents in judicial proceedings, also concerning common abbreviations and signs (e.g., usw., pp., ppa., BGB, l, cm, §).
3. Regardless of the place of performance, the court of jurisdiction for all disputes that arise. is the court responsible for 81673 Munich, Germany. This shall not affect the supplier's right to file suit against the contractual partner at the place of business of the supplier's branch office or at its general court of jurisdiction.

XIII. Data privacy and confidentiality duty

1. The customer provides its consent that the personal data contained in the purchase contract will be stored and processed automatically within the company group of the supplier in performance of the contract. The customer undertakes to notify the supplier of changes in the company's address. If the customer fails to do this, any declaration by the supplier sent to the address known to him shall be deemed to have been received.
2. The parties undertake to preserve the confidentiality of knowledge derived from the business relationships in regard to third parties.

XIV. Severability clause

If a provision should be invalid, the remaining contract shall remain valid. The contractual parties undertake to replace the invalid provision with a provision which is as close as possible to the intended purpose of the contract.

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