

1. General, scope of application

1.1 The present General Terms and Conditions ("GTC") shall apply to all business relationships of WEHRMANN Holzbearbeitungsmaschinen GmbH & Co. KG with purchasers ("Customers") who are not consumers (Section 13 of the German Civil Code (BGB)).

1.2 In particular, the GTC shall apply to contracts for the sale and/or delivery of movable goods (hereinafter also: "Goods"), in particular machines and spare parts. The GTC shall also apply in their respective version as a framework agreement for future contracts for the sale and/or delivery of Goods with the same Customer, without WEHRMANN having to refer to GTC again in each individual case.

1.3 These GTC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and to the extent that WEHRMANN expressly consents to their application. This requirement of consent applies in any case, for example even if WEHRMANN carries out the delivery to the Customer without reservation in the knowledge of the Customer's general terms and conditions.

1.4 Individual agreements made with the Customer in individual cases (including ancillary agreements, supplements and amendments) shall take precedence over these GTC. A written contract or WEHRMANN's written confirmation shall be authoritative for the content of such agreements.

1.5 Legally relevant declarations and notifications by the Customer in relation to the contract (e.g. setting a deadline, notification of defects, withdrawal or reduction of the purchase price) must be made in writing, i.e. in written or text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the authority and credentials of the person making the declaration, shall remain unaffected.

2. Conclusion of contract

2.1 Offers are subject to change and non-binding. This shall also apply if WEHRMANN has provided the Customer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which WEHRMANN reserves ownership rights and copyrights.

2.2 The Customer's order of the Goods shall be deemed a binding contract offer. Unless otherwise stated in the order, WEHRMANN shall be entitled to accept this contractual offer within 2 weeks after its receipt.

2.3 Acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the Goods to the Customer.

3. Prices, terms of payment

3.1 Unless otherwise agreed in individual cases, WEHRMANN's current prices at the time of conclusion of the contract shall apply, namely EX WORKS (INCOTERMS 2020) Dieselstr. 1, 32683 Barntrop, plus statutory value added tax.

3.2 In case of sale by delivery to a place other than the place of performance, at the Customer's request (Section 5.1), the Customer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Customer. Any customs duties, fees, taxes and other public charges shall be borne by the Customer.

3.3 The purchase price shall be due and payable within 14 days of invoicing, unless otherwise agreed.

3.4 The Customer shall be in default upon expiry of the above payment deadline. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. With respect to merchants, WEHRMANN's claim to the commercial default interest (Section 353 of the German Commercial Court (HGB)) shall not be affected.

3.5 The Customer shall only be entitled to rights of set-off or retention to the extent that its claim has been legally established or is undisputed. In the event of defects in the delivery, the Customer's counter-claims shall remain unaffected, in particular in accordance with Section 7.1.6 sentence 2 of these GTC.

3.6 If it becomes apparent after the conclusion of the contract that the claim to the purchase price is jeopardized by the Customer's inability to pay (e.g. by an application for the opening of insolvency proceedings), WEHRMANN shall be entitled to refuse performance in accordance with the statutory provisions and – as the case may be after setting a time limit - to withdraw from the contract (Section 321 BGB). The statutory provisions on the dispensability of setting a deadline remain unaffected.

4 Delivery period and delay in delivery

4.1 The delivery time results from the agreements between the contracting parties. Compliance with it by WEHRMANN presupposes that all commercial and technical questions between the parties to the contract have been clarified and that the Customer has fulfilled all its obligations, such as the provision of the necessary official certificates or authorizations or the making of a down payment. If this is not the case, the delivery period shall be extended accordingly. This does not apply insofar as WEHRMANN is responsible for the delay.

4.2 If WEHRMANN is unable to meet binding delivery terms for reasons for which WEHRMANN is not responsible (non-availability of the performance), WEHRMANN shall inform the Customer thereof without undue delay and at the same time inform the Customer of the expected new delivery period. If the performance is also not available within the new delivery period, WEHRMANN shall be entitled to withdraw from the contract in whole or in part; any consideration already paid by the Customer will be refunded immediately. A case of non-availability of the performance in this sense is in particular the non-timely self-delivery by suppliers, if a congruent covering transaction has been concluded, neither WEHRMANN nor its suppliers are at fault or WEHRMANN is not obliged to procure in the individual case.

4.3 The occurrence of a delay in delivery by WEHRMANN shall be determined by the statutory provisions. In any case, however, a reminder by the Customer shall be required.

4.4 The rights of the Customer pursuant to Section 8 of these GTC and WEHRMANN's statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

4.5 If dispatch or acceptance of the Goods is delayed for reasons for which the Customer is responsible, the Customer shall be charged for the costs incurred as a result of the delay, starting one month after notification of readiness for dispatch or acceptance.

4.6 If non-compliance with the delivery terms is due to force majeure, labor disputes or other events beyond WEHRMANN's control, the delivery time shall be extended accordingly. WEHRMANN shall inform the Customer of the beginning and the end of such circumstances as soon as possible.

5 Delivery, transfer of risk, acceptance, default of acceptance

5.1 Delivery shall be EX WORKS (INCOTERMS 2020), Dieselstr. 1, 32683 Barntrop, Germany, which is also the place of performance for the delivery and any subsequent performance. At the Customer's request and expense, the goods will be shipped to another destination (sale to destination). Unless otherwise agreed, WEHRMANN shall be entitled to determine the method of shipment (in particular the transport company, the shipping route, the packaging) itself.

5.2 Partial deliveries are permissible, insofar as reasonable for the Customer.

5.3 The risk of accidental loss and accidental deterioration of the Goods shall pass to the Customer at the latest upon handover. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person otherwise designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance. If the Customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

5.4 If the Customer is in default of acceptance, fails to cooperate, fails to make a payment due or if delivery is delayed for other reasons for which the Customer is responsible, WEHRMANN shall be entitled to claim compensation for the resulting loss including additional expenses (e.g. storage costs). For this a lump-sum compensation of € 200.00/calendar day is payable from the third calendar day, beginning with the delivery period or - in the absence of a delivery period - with the notification that the goods are ready for dispatch.

6. Retention of title

6.1 WEHRMANN shall retain title to the Goods - including for any additionally owed ancillary services - until full payment of all present and future claims arising from the delivery contract and from the ongoing business relationship (secured claims).

6.2 WEHRMANN shall be entitled to insure the Goods against theft, breakage, fire, water and other damage at the Customer's expense, unless the Customer has demonstrably taken out the insurance itself.

6.3 The Customer may not sell, pledge or assign by way of security the Goods before full payment of the secured claims. In the event of seizure, confiscation or other dispositions by third parties, the Customer must inform WEHRMANN immediately.

6.4 If the Customer acts in breach of contract, in particular in the event of default in payment, WEHRMANN shall be entitled to take back the Goods after issuing a reminder and the Customer shall be obliged to surrender the Goods.

6.5 Due to the retention of title WEHRMANN can only demand the return of the Goods if WEHRMANN has withdrawn from the contract.

6.6 The Customer shall be authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

- a) The retention of title extends to the full value of the products resulting from the processing, mixing or combination of the goods of WEHRMANN, whereby WEHRMANN is deemed to be the manufacturer. If in the case of processing, mixing or combination with goods of third parties their right of ownership remains, WEHRMANN acquires co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same applies to the resulting product as to the Goods delivered under retention of title.
- b) The Customer hereby assigns to WEHRMANN by way of security all claims against third parties arising from the resale of the delivered Goods in full or in the amount of any co-ownership share of WEHRMANN in accordance with the preceding paragraph. WEHRMANN accepts the assignment. The obligations of the Customer stated in Section 6.3 shall also apply with regard to the assigned claims.
- c) The Customer shall remain authorized to collect the claim in addition to WEHRMANN. WEHRMANN undertakes not to collect the claim as long as the Customer meets his payment obligations towards WEHRMANN, is not in default of payment, no application for the opening of insolvency proceedings has been filed and there is no other deficiency in its ability to pay. If this is the case, however, WEHRMANN may demand that the Customer informs WEHRMANN of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case WEHRMANN shall also be entitled to revoke the Customer's authorization to further sell and process the Goods subject to retention of title.

6.7 If the realizable value of the securities exceeds WEHRMANN's claims by more than 20%, WEHRMANN shall release securities of WEHRMANN's choice at the Customer's request.

7. Claims for defects

Unless stipulated otherwise below, the statutory provisions shall apply to the Customer's rights in the event of defects in quality and title.

7.1 Material defects in new Goods

7.1.1 The Customer's warranty claims shall be subject to the condition that the Customer has complied with its statutory duties of inspection and notification of defects (§§ 377, 381 HGB). If a defect

becomes apparent upon delivery, inspection or at any later time, WEHRMANN must be notified thereof in writing without delay. In any case, obvious defects must be notified in writing within 7 working days from delivery and defects not recognizable during the inspection within the same period from discovery.

7.1.2 Insofar as the parties have agreed on a quality of the Goods, objective requirements for the Goods shall not apply in this respect.

7.1.3 All those parts which prove to be defective as a result of a circumstance occurring before the passing of risk shall, at WEHRMANN's option, be repaired or replaced free of defects. WEHRMANN must be notified immediately in writing of the discovery of such defects. Replaced parts become the property of WEHRMANN.

7.1.4 After consultation with WEHRMANN, the Customer shall give WEHRMANN the necessary time and opportunity to carry out all repairs and replacement deliveries which WEHRMANN deems necessary; otherwise WEHRMANN shall be released from liability for the resulting consequences. In the event of unjustified requests to remedy defects, WEHRMANN may demand compensation from the Customer for the costs incurred (in particular inspection and transport costs), unless the lack of defectiveness was not recognizable to the Customer.

7.1.5 Only in urgent cases of danger to operational safety or to prevent disproportionately enormous damage, in which case WEHRMANN must be notified immediately, shall the Customer have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from WEHRMANN.

7.1.6 WEHRMANN shall be entitled to make the subsequent performance owed dependent on the Customer paying the due purchase price. However, the Customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect.

7.1.7 WEHRMANN shall bear the expenses necessary for the purpose of subsequent performance to the extent that the complaint proves to be justified, provided that this does not result in a disproportionate burden on WEHRMANN. Subsequent performance does not include the removal of the defective Goods or its reinstallation if WEHRMANN was not originally obliged to install it.

If the expenses increase because the Customer has moved the Goods to a place other than the place of performance after delivery, any additional costs incurred as a result shall be borne by the Customer.

7.1.8 Within the framework of the statutory provisions, the Customer has a right to withdraw from the contract if WEHRMANN - taking into account the statutory exceptions - allows a reasonable period set for the repair or replacement delivery due to a material defect to elapse fruitlessly. If there is only an insignificant defect, the Customer shall only be entitled to a reduction of the contract price. The right to reduce the contract price is otherwise excluded.

7.1.9 Further claims shall be governed exclusively by section 8.2 of these Terms and Conditions.

7.1.10 No liability is accepted in the following cases in particular: Unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences - insofar as WEHRMANN is not responsible for those.

7.1.11 If the Customer or a third party carries out repairs improperly, WEHRMANN shall not be liable for the resulting consequences. The same applies to changes made to the Goods without the prior consent of WEHRMANN.

7.2 Material defects in used Goods

7.2.1 Notwithstanding the above provisions, the warranty for material defects of used Goods is excluded. This shall not apply in the event of a fraudulently concealed defect or the breach of a guarantee. In all other respects, the Customer's contractual claims shall remain unaffected even in the case of the delivery of used Goods.

7.2.2 If in individual cases WEHRMANN and the Customer agree on a warranty for a used Good in deviation from the above Section 7.2.1, the provisions of Sections 7.1.1 to 7.1.11 shall apply accordingly.

7.3 Defects of title

7.3.1 If the use of the Goods leads to an infringement of industrial property rights or copyrights in Germany, WEHRMANN shall, at its own expense, procure the right for the Customer to continue using the Goods or modify the Goods in a manner reasonable for the Customer so that the infringement of property rights no longer exists.

If this is not possible under economically reasonable conditions or within a reasonable period of time, the Customer shall be entitled to withdraw from the contract. In addition, WEHRMANN shall indemnify the Customer against undisputed or legally established claims of the respective owners of the property rights.

7.3.2 The obligations of WEHRMANN set out in Section 7.3.1 are, subject to Section 8.2, final in the event of an infringement of intellectual property rights or copyright.

The obligations only apply if

- the Customer informs WEHRMANN immediately of any asserted infringements of industrial property rights or copyrights,
- the Customer supports WEHRMANN to a reasonable extent in the defense against the asserted claims or enables WEHRMANN to carry out the modification measures in accordance with section 7.3.1,
- WEHRMANN reserves the right to take all defensive measures, including out-of-court settlements,
- the defect of title is not based on an instruction of the Customer and
- the infringement was not caused by the Customer modifying the Goods without authorization or using it in a manner not in accordance with the contract.

8 Other liability

8.1 Unless otherwise provided for in these GTC including the following provisions, WEHRMANN shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the relevant statutory provisions.

8.2 WEHRMANN shall be liable for damages - irrespective of the legal grounds - in the event of intent and gross negligence. In the event of simple negligence, WEHRMANN shall only be liable

- a) for damages resulting from injury to life, limb or health,
- b) for damages arising from the breach of an essential contractual obligation (obligation, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the contractual partner regularly relies on and may rely on); in this case, however, WEHRMANN's liability shall be limited to compensation for the foreseeable, typically occurring damage.

8.3 The limitations of liability resulting from section 8.2 do not apply insofar as WEHRMANN has fraudulently concealed a defect or has assumed a guarantee for the quality of the Goods. The same applies to claims of the Customer under the Product Liability Act.

9. Statute of limitations

All claims of the Customer - on whatever legal grounds - shall become time-barred after 12 months; this shall also apply to the limitation period for recourse claims in the supply chain pursuant to Section 445b (1) BGB. The suspension of the limitation period under Section 445b (2) BGB remains unaffected; it ends no later than five years after the date on which the supplier delivered goods to the seller. These provisions on the limitation period for recourse claims and the suspension of expiry shall not apply if the last contract in this supply chain is a purchase of consumer goods. The statutory periods shall apply to claims for damages in accordance with Section 8.2 a) - b), 8.3. They shall also apply to defects in a building or to Goods that have been used for a building in accordance with their normal use and have caused its defectiveness.

10. Use of software

10.1 If software is included in the scope of delivery, the Customer shall be granted a non-exclusive right to use the software supplied, including its documentation. It is provided for use on the Goods intended for this purpose. Use of the software on more than one system is prohibited.

10.2 The Customer may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (Section 69 a ff. of the German Copyright Act (UrhG)).

10.3 The Customer undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the prior express consent of WEHRMANN.

10.4 All other rights to the software and the documentation, including the copies, remain with WEHRMANN or the software supplier. The granting of sublicenses is not permitted.

11 Applicable law, place of jurisdiction

11.1 All legal relationships between WEHRMANN and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany applicable to legal relationships between domestic parties to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

11.2 The place of jurisdiction is the court competent for WEHRMANN's registered office. However, WEHRMANN shall be entitled to bring an action at the Customer's principal place of business.