

## **General Terms and Conditions R + W Druckmaschinen Service GmbH**

### **1. general - scope of application**

R+W Druckmaschinen GmbH supplies and/or installs original spare parts as well as self-built and/or used spare parts for printing machines; we overhaul printing machines, provide related services (advice on maintenance, positioning of the machine, connections, etc.) and carry out machine relocations. Our terms and conditions of sale apply exclusively; we do not recognize any terms and conditions of the customer that conflict with or deviate from our terms and conditions of sale. Our terms and conditions of sale shall also apply if we carry out the delivery to the customer in the knowledge that the customer's terms and conditions conflict with or deviate from our terms and conditions of sale.

All agreements made between us and the customer for the purpose of executing this contract are set out in writing in this contract.

### **2. prices - terms of payment**

Unless otherwise stated in the order confirmation, our prices are "ex works". Work to be carried out at weekends or on public holidays shall be invoiced ex domicile of the respective service technician. The prices are net prices, to which the applicable statutory value added tax will be shown separately in the order or invoiced. Unless otherwise stated in the order confirmation, the purchase price shall be due for payment within one week of receipt of the invoice. The date of crediting to the business account of R + W Druckmaschinen Service GmbH is decisive for the timeliness of payment. If the services exceed a period of 4 weeks, R + W Druckmaschinen Service GmbH is entitled to issue interim invoices. In addition to the services rendered, these shall also include the costs for travel and accommodation.

### **3. Delivery time**

The start of the delivery period stated by us is subject to the clarification of all technical questions with the customer. Compliance with our delivery obligation also presupposes the timely and proper fulfillment of the customer's obligations. The defense of non-performance of the contract remains reserved. If the customer is in default of acceptance or culpably violates other obligations to cooperate, 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. transfer of risk - packaging costs**

Unless otherwise stated in the order confirmation, delivery is agreed "ex works Karlstein" and the customer shall bear the freight costs. Transport packaging and all other packaging in accordance with the packaging regulations will not be taken back, with the exception of pallets. The customer is obliged to dispose of the packaging at his own expense. If the customer so wishes, we will cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the customer.

### **5. Warranty**

Warranty claims of the customer presuppose that he has duly fulfilled his obligations to inspect and give notice of defects in accordance with §§ 377, 381 para. 2 HGB (German Commercial Code). The goods delivered or services rendered by us are suitable for the contractually intended use by the customer in accordance with their technical specifications. The customer is aware that we not only supply original spare parts, but also parts that we have manufactured ourselves or purchased from third parties and that essentially correspond to the functionality of the original spare parts. The fact that these spare parts are not original spare parts does not constitute a defect. If there is a defect in the purchased item, we are entitled, at our discretion, to subsequent performance in the form of rectification of the defect or delivery of a new item free of defects. In the event of rectification of the defect, we shall only bear the costs up to the amount of the purchase price. If the subsequent performance fails after two attempts, the customer shall be entitled, at his discretion, to demand withdrawal or a reduction in price. The limitation period for claims for defects is 12 months, calculated from the transfer of risk. The limitation period for the delivery and/or installation of used spare parts is 6 months.

### **6. Liability**

We shall be fully liable for any cases of intent or gross negligence as well as injury to life and limb. In the event of a slightly negligent breach of contractual obligations, we shall only be liable for the breach of material, typical contractual obligations on the fulfillment of which the customer may typically rely ("cardinal obligations"); in this case, we shall only be liable for foreseeable damages. Unless otherwise stipulated above, we shall be liable in the event of a delay in delivery for each full week of delay within the scope of a lump-sum compensation for delay in the amount of 0.5% of the (net) delivery value, but not more than 2.5% of the (net) delivery value. Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, workers, staff, representatives and vicarious agents.

### **7. Retention of Title**

We retain ownership of the goods delivered by us until all payments have been received. The purchaser must store the goods separately until installation and indicate the ownership of R+W Druckmaschinen GmbH. In the event of seizures or other interventions by third parties, the purchaser must notify us immediately in writing. If and to the extent that the purchaser or we install the delivered goods, processing and/or transformation will be carried out in our favor (§ 950 BGB). We acquire ownership of the new item in proportion to the value of our goods to the value of the new item itself. If and to the extent that no new item is created, § 951 BGB applies.

The purchaser is entitled to resell the goods and/or the new items in the ordinary course of business; however, he already assigns to us all claims arising from the resale against his customers or third parties in the amount of our invoice final amount (including VAT), regardless of whether the purchaser remains authorized to collect these claims even after the assignment. If the purchaser defaults on the payment of our claims or if the purchaser's financial situation deteriorates, we can revoke the collection authorization. In this case, the purchaser must inform us of the assigned claims and their debtors, provide all necessary information for collection, hand over the relevant documents, and notify the debtors (third parties) of the assignment.

At the request of the buyer, we release the claims assigned for security to the extent that our security interest lapses. The security interest lapses to the extent that the realizable value of the claims permanently exceeds the coverage limit of 110% of the secured claims. It is presumed that the coverage limit is reached if the appraised value of the claims at the time of the release request corresponds to 150% of the secured claims. The selection of the securities to be released is at our discretion. The purchaser remains entitled to prove a different realizable value of the secured claims.

#### **8. Data protection**

The Customer shall ensure and be liable for ensuring that personal data which it collects and processes as controller pursuant to Art. 4(7) GDPR may be lawfully transmitted to us and that there is no reason to assume that the processing by us is prohibited to the foreseeable extent and for the foreseeable purposes. The Customer shall ensure that the persons concerned are informed about the processing by us, insofar as this is required by law. The Supplier shall maintain the necessary technical and organizational measures (TOMs) in accordance with Art. 32 GDPR. If the Customer processes personal data from us on our behalf, the parties shall conclude an order data processing contract. The Customer guarantees the confidentiality, integrity, security and accuracy of all personal data that it receives from us and that it processes in connection with the performance of the contract.

#### **9. Sanction law**

The customer shall comply with all requirements of export control law. The export control law includes all (i) domestic and European sanctions lists and (ii) the consolidated sanctions list of the United Nations. These sanctions lists may change continuously and also after conclusion of this contract. In any case, the Customer shall inform itself about the current version of the sanctions lists by means of the links listed below and take them into account accordingly. The sanctions adopted by the Federal Republic of Germany and the Council of the European Union can be accessed at <https://www.sanctionsmap.eu/#/main?checked=>.

The consolidated sanctions list of the United Nations is available at <https://scsanctions.un.org/search/>. In the event of a breach of sanctions law, the customer shall indemnify us comprehensively and shall compensate us for any damage caused to us as a result.

#### **10. Various; applicable law, place of jurisdiction**

The customer shall only be entitled to set-off and/or retention if the claims asserted by him have been legally established or recognized by us or if it concerns warranty claims of the customer. We are entitled to offset claims arising from this contract or claims of companies affiliated with us in accordance with §§ 15 ff. AktG (German Stock Corporation Act) against claims of the customer. The place of jurisdiction is our registered office; however, we are also entitled to sue the customer at the registered office of his business establishment. The law of the Federal Republic of Germany shall apply exclusively; the application of the UN Convention on Contracts for the International Sale of Goods is excluded

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