

## **General Terms and Conditions of RULMECA Germany GmbH for Product Supplies**

### **1. Scope of application**

- 1.1. These General Terms and Conditions apply to all contracts supplies of the products of RULMECA Germany GmbH (hereinafter referred to as "Rulmeca"). Products, in the sense of these General Terms and Conditions, in particular include, but are not limited to: drive motors and drum motors, carrier rollers, belt drums, as well as their individual components as wear and spare parts and components for conveying technology ("Product").
- 1.2. The supply of Rulmeca Products is performed exclusively on the basis of the following General Terms and Conditions. Terms and conditions of the customer do not apply, even if Rulmeca does not expressly reject to their application. Deviating or contradicting terms and conditions therefore only apply if they have been expressly consented by Rulmeca in writing.

### **2. Quotations**

- 2.1. Rulmeca quotations are non-binding and may be amended unless they have been designated as binding.
- 2.2. Rulmeca quotations are subject to the reservation of any necessary export control related licenses by authorities being awarded and to the absence of any limitations due to national or international export control provisions. This includes embargos or other sanctions, for example.

### **3. Conditions of supply**

- 3.1. Rulmeca supplies are performed "EXW, place of performance, Incoterms (2020)", unless otherwise agreed. The same applies to the transfer of risk.
- 3.2. The delivery dates are to be agreed between Rulmeca and the customer in each case.

### **4. Place of performance**

The place of performance for Product supplies is the place from which Rulmeca ships in each case.

### **5. Delay in delivery and impossibility of delivery**

- 5.1. Rulmeca will use its best endeavours to supply the Goods or complete the Contract within the time agreed (if any) but in no circumstances will it be liable for any loss or damages of any kind whatsoever caused directly or indirectly by any delay in the completion of the Contract or delivery of the Goods and any delay shall not be a sufficient reason to allow a Purchaser to rescind the Contract.
- 5.2. Rulmeca is not liable for delay in delivery or impossibilities of delivery if they are caused by force majeure or by another event, not foreseeable at the time of the conclusion of the contract, for which Rulmeca is not responsible or that is outside of Rulmeca's scope of control. These cases include in particular, but are not limited to: natural catastrophes of any type, particularly earthquakes, floods, tempests, volcano eruptions and fire, war, riots, blockades, embargos, sabotage, revolution, terrorism, transport delays, strikes, lawful lockouts, lack of power or raw materials, delayed or refused granting of necessary licenses by authorities, epidemics and pandemics (for example SARS-CoV-2) and official injunctions or warnings issued related to these and particular measures taken, such as for example quarantine or other containment measures.

### **6. Prices and payment terms**

- 6.1. The Product prices are net prices plus the applicable legal value-added tax, and are based on "EXW, place of performance, Incoterms (2020)" excluding packaging, customs duties and insurance.
- 6.2. Unless otherwise agreed, invoices are to be paid within 30 days after delivery and receipt of invoice in question, without deduction and in Euros (EUR). The date on which the payment is received by Rulmeca will determine whether payment has been made in due time.

- 6.3. The customer is only entitled to off-set or to claim a right of retention only insofar as its counter-claim is uncontested or established as legally binding.

## **7. Retention of title**

- 7.1. The delivered Products ("Reserved Goods") remain the property of Rulmeca until the full payment and fulfilment of all claims to the benefit of Rulmeca against the customer.
- 7.2. The customer must handle the Reserved Goods with care and insure them against damage of any type, at their own cost.
- 7.3. The customer may use, process, combine, mix, transform and sell the Reserved Goods in the context of the usual course of business if the customer is not in delay of payment. The customer may not pledge the Reserved Goods or assign them by way of security. If the customer sells the Reserved Goods, they thereby immediately assign all claims up to the value of the Reserved Goods (invoice amount incl. value-added tax) to their benefit against third parties to Rulmeca, and Rulmeca will accept the assignment. The customer may collect these claims in their own name for Rulmeca. Rulmeca may also collect the claims themselves. The latter does not apply, however, if the customer fulfils their payment obligations.
- 7.4. If the Reserved Goods are irrevocably mixed or blended in with other movable items – not belonging to Rulmeca – in the sense of § 948 of the German Civil Code (BGB), Rulmeca immediately receives property or co-property of the newly created items in the proportion of the value of the Reserved Goods (invoiced amount incl. value-added tax) in relation to the value of the other mixed or blended items at the time of the mixing or blending.
- 7.5. If the Reserved Goods processed or transformed according to § 950 of the German Civil Code (BGB), this is performed for Rulmeca. Rulmeca immediately receives property or co-property of the newly created items in the proportion of the value of the Reserved Goods (invoiced amount incl. value-added tax) in relation to the value of the other processed or transformed items at the time of the processing or transformation.

## **8. Reservation of rights**

- 8.1. Rulmeca reserves all copyrights and property rights for all the documents given to the customer, such as drawings.
- 8.2. The customer may only use the documents in accordance with the contract.

## **9. Warranty for defects**

- 9.1. Unless otherwise agreed in this point, Rulmeca is liable for defects in accordance with the legal provisions. In particular, Rulmeca is liable for the compliance of the Products with the technical specifications of the Rulmeca product data sheet or the technical specifications agreed and confirmed with the customer. Rulmeca is entitled to choose the type of rectification.
- 9.2. The customer is obligated to inspect the Products in a reasonable manner immediately after delivery by Rulmeca regarding quantity, quality and type, and to report any recognisable defects to Rulmeca without delay. § 377 of the German Commercial Code (HGB) applies. For Products that are intended for incorporation or other processing, the inspection must be performed directly before the incorporation or other processing.
- 9.3. Section 11 applies accordingly to claims for compensation caused by defects.
- 9.4. Regarding material defects, Rulmeca is not liable for the usual wear and tear of the Products.
- 9.5. Rulmeca is liable for the Products being free of industrial property rights of third parties in the countries of the European Union at the time of the conclusion of the contract.
- 9.6. In the event of a legal defect, Rulmeca is entitled to make rectifications in such a way that industrial property rights of third parties are no longer infringe but the Product still has the agreed functionality.
- 9.7. Rulmeca is not liable for legal defects if these are due to an improper use or independent modification of the Products by the customer.
- 9.8. If claims due to infringement of industrial property rights are asserted against Rulmeca or the customer, each party has to inform the other party of such without delay.

- 9.9. Customer claims for defects will become time-barred within one year as of the delivery of the Products unless a case exists like one in of section 11.1. In this case, the customer's claims for defects become time-barred within the statutory time period.

**10. Obligations of the customer**

If the customer is obliged by official injunctions to recall their Products, aims to recall their Products or becomes aware of a Product recall in the further supply chain, and if this recall concerns Rulmeca Products, the customer is obliged to inform Rulmeca of this without delay. In addition, in this case the customer shall support Rulmeca to the furthest possible extent and cooperate with Rulmeca.

**11. Liability**

- 11.1. Rulmeca is liable in the event of wilful misconduct, gross negligence, a culpable injury to life, body or health, in case of assumption of a guarantee of quality or a procurement risk and in the event of liability defined by the German Product Liability Law (ProdHaftG), in accordance with the statutory provisions.
- 11.2. Rulmeca is also liable in the event of a negligent breach of essential contractual duties (duties of which the fulfilment is necessary for the proper performance of the contract and upon which the customer relies and is entitled to rely). In this case, the liability is limited in amount to the compensation of the contractually typical damage foreseeable at the time of the conclusion of the contract.
- 11.3. Any further liability of Rulmeca, exceeding that which is defined in sections 11.1 and 11.2, is excluded.
- 11.4. The limitations and exclusions of liability defined in section 11 also apply to the personal liability of the corporate bodies, legal representatives, employees or other vicarious agents of Rulmeca.

**12. Choice of law, place of jurisdiction and severability clause**

- 12.1. These General Terms and Conditions are subject to the law of the Federal Republic of Germany, excluding the UN-Convention on Contract for the International Sale of Goods (CISG) and the rules of conflict of international private law.
- 12.2. The exclusive place of jurisdiction is Magdeburg if the customer is a merchant.
- 12.3. If individual provisions of these General Terms and Conditions are or become fully or partially invalid, ineffective, incomplete or null, this shall not affect the validity of the remaining provisions. The same applies if these General Terms and Conditions contain a regulatory gap.

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