

General Terms and Conditions (GTC) of Rapid Technic GmbH

1 Validity

1.1

All deliveries, services and offers of Rapid Technic GmbH are exclusively subject to the following General Terms and Conditions (hereinafter: GTC). The GTC shall form an integral part of all contracts concluded by Rapid Technic GmbH with its contractual partners (hereinafter: contractual partners) in respect of the deliveries and other services offered by it in the course of business. They shall also apply to all future deliveries, services or offers to the contractual partner, even if no explicit reference is made in individual cases in the future.

1.2

Any terms and conditions of the contracting party or third parties that conflict with or deviate from our GTC shall not apply and shall require our express written consent in order to be effective. Even if we refer to a letter that contains or refers to the terms and conditions of the contractual partner or a third party, this shall not constitute an agreement to the validity of those terms and conditions. Our General Terms and Conditions shall also apply if we carry out the deliveries and services without reservation in the knowledge of terms and conditions that are contrary to or deviate from our General Terms and Conditions.

2 Offers and conclusion of contract

2.1

The offers contained in our sales documents, catalogues and price lists as well as on the Internet are, unless expressly designated as binding, always subject to change and non-binding, i.e. only to be understood as an invitation to submit an offer. Orders shall only become binding for us if they are confirmed by us in writing. Transmission by telecommunication, in particular by fax or by e-mail, shall also be sufficient to comply with the written form, provided that a copy of the signed declaration is transmitted. In the event of immediate order execution, the delivery note or the invoice for the goods shall also be deemed to be an order confirmation.

2.2

The legal relationship between us and the contracting party shall be governed solely by the contract concluded in writing, including these GTC. This contract fully reflects all agreements between the contracting parties on the subject matter of the contract. Verbal subsidiary agreements or assurances by our employees or commercial agents

which go beyond the contents of the order confirmed in writing shall always require written confirmation and shall be invalid until such confirmation is received.

2.3

Supplements and amendments to the agreements made, including these GTC and confirmations in accordance with the above paragraph, must be in writing in order to be effective. With the exception of managing directors or authorised signatories, our employees are not entitled to make agreements that deviate from the written agreement.

2.4

Our information on the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as our representations of the same (e.g. drawings and illustrations) are only approximately authoritative unless usability for the contractually intended purpose requires exact conformity. They are not guaranteed quality features, but descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements as well as the replacement of components by equivalent parts are permissible insofar as they do not impair the usability for the contractually intended purpose.

2.5

We reserve the title or copyright to all offers and cost estimates submitted as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the contractual partner. The contractual partner may not make these items accessible to third parties as such or in terms of content, disclose them, use them himself or through third parties or reproduce them without our express consent. At our request, he must return these items in full and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. This does not apply to the storage of electronically provided data for the purpose of normal data backup.

3 Delivery Periods and Delay

3.1

Our deliveries are ex works or ex warehouse.

3.2

Unless expressly agreed otherwise in writing, the delivery periods we enter into shall only be deemed to be approximate. The delivery period shall commence on the date of clarification of all technical and other details of the order, the provision of any necessary documents and any agreed advance payment. If shipment has been

agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.

3.3

We may - without prejudice to our rights arising from default on the part of the contracting party - demand from the contracting party an extension of delivery and performance periods or a postponement of delivery and performance dates by the period during which the contracting party fails to meet its contractual obligations towards us.

3.4

We are entitled to make partial deliveries if

- the partial delivery is usable for the contractual partner within the scope of the contractual purpose,
- the delivery of the remaining ordered goods is ensured and
- the contractual partner does not incur any significant additional expenses or costs as a result (unless we agree to bear these costs).

3.5

We shall not be liable for impossibility of delivery or for delays in delivery insofar as these have been caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in the procurement of materials or energy, transport delays, strikes, pandemics, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the failure of suppliers to deliver or to deliver correctly or on time) for which we are not responsible. If such events make it considerably more difficult or impossible for us to deliver or perform and the hindrance is not only of temporary duration, we are entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the contractual partner cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract by means of an immediate written declaration to us.

3.6

If we are in default with a delivery or service or if a delivery or service becomes impossible for us, for whatever reason, our liability for damages shall be limited in accordance with Sections 7 and 8 of these GTC. 4.

4 Shipment, transfer of risk, packaging

4.1

Unless otherwise agreed, we shall determine the type of dispatch, dispatch route and means of dispatch at our due discretion. Special requests of the contractual partner require express agreement in writing. Any additional costs incurred as a result shall be borne by the contractual partner.

4.2

The risk, risk of breakage and burden of proof with regard to proper packaging and loading shall pass to our contractual partner when the goods are handed over to the forwarding agent, carrier or other third party designated to carry out the shipment (whereby the start of the loading process shall be decisive). This shall also apply if partial deliveries are made.

Otherwise, the risk shall pass upon acceptance of the goods.

If dispatch or handover is delayed due to a circumstance caused by the contractual partner, the risk shall pass to the contractual partner from the day on which the goods are ready for dispatch and we have notified the contractual partner of this.

4.3

If the transport is carried out with our own vehicle or with third-party vehicles, the handover of the goods shall be deemed to have taken place at the latest when the goods are available to the recipient on the wagon on the paved roadway in front of the delivery point. Unloading is the sole responsibility of the contractual partner. Any unloading by our employees and their assistance in unloading does not imply the assumption of any further risk or liability. It is the sole responsibility and obligation of the contractual partner to provide suitable unloading equipment and to provide the necessary labour for unloading.

4.4

If storage of the goods at our premises becomes necessary due to default in acceptance or at the request or fault of the contracting party, we shall store the goods at the expense and risk of the contracting party.

4.5

We shall only insure the goods against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the contracting party and at its expense.

4.6

Insofar as acceptance is to take place, the goods shall be deemed to have been accepted when

- the delivery and, if we also owe the installation, the installation has been completed,
- we have notified the contracting party thereof with reference to the deemed acceptance pursuant to this clause 4.6 and have requested the contracting party to accept the goods,
- twelve working days have passed since delivery or installation or the contractual partner has started using the goods and in this case six working days have passed since delivery or installation and
- the contracting party has failed to accept the goods within this period for a reason other than a defect notified to us which makes the use of the goods impossible or significantly impairs their use.

5 Prices and payments

5.1

The prices valid at the time of the order confirmation shall apply. The prices shall apply to the scope of performance and delivery specified in the respective order confirmation. Additional or special services shall be charged separately. Unless otherwise agreed, our prices are exclusive of packaging, freight and other shipping costs, in the case of export deliveries customs duties and other fees and public charges as well as value added tax. These costs shall be shown separately.

5.2

All invoices are due for payment on the agreed due date. Unless otherwise agreed, invoices are due for payment without deduction no later than 30 days after the invoice date. Payments shall always be used to settle the oldest debt costs due and not titled plus debt interest accrued thereon. Discount agreements shall not apply if the contractual partner is in arrears with the payment of earlier deliveries and services.

5.3

The date of receipt on our account shall be decisive for the date of payment. If the client fails to make payment when due, interest shall be charged on the outstanding amounts from the due date at the interest rate p.a. shown on the reminder; the right to claim higher interest and further damages in the event of default shall remain unaffected.

5.4

Payments by cheque or bill of exchange shall not be accepted.

5.5

If the delivery or service is to take place four months after conclusion of the contract or later, we reserve the right to renegotiate the price in the event of changes in costs, wages etc.. If other deadlines have already been agreed in writing in our offer, the conditions of this offer shall apply.

5.6

Before full payment of all invoice amounts due, including interest on arrears, etc., we shall not be obliged to make any further deliveries or provide any further services under any current contract.

5.7

The contracting party shall only be entitled to offset counterclaims or assert rights of retention on the basis of counterclaims arising from the same contractual relationship (under which the delivery was made) and if the counterclaims are undisputed or have been finally determined by a court of law.

5.8

We shall be entitled to perform or render outstanding deliveries or services only against advance payment or the provision of security if, after the conclusion of the contract, we become aware of circumstances which are likely to substantially reduce the creditworthiness of the contracting party and which jeopardise our payment of outstanding claims by the contracting party arising from the respective contractual relationship (including from other individual orders to which the same framework agreement applies).

If the contractual partner refuses to make the advance payment or provide security, we shall be entitled to withdraw from the contract, whereby the corresponding invoice for deliveries and services already made shall become due immediately.

5.9

Notwithstanding any other rights, we shall be entitled to withdraw from the contract if the contracting party fails to settle the due claim after setting a deadline or if insolvency proceedings are instituted against its assets.

6. retention of title

6.1

We retain title to the goods until full payment of the secured claims. The goods as well as the goods covered by the retention of title taking their place in accordance with the following provisions are hereinafter referred to as "goods subject to retention of title".

In the case of goods which the contractual partner obtains from us within the framework of an ongoing business relationship, we shall retain title until all our claims arising from the business relationship, including future claims arising from contracts concluded at the same time or later, have been settled. This shall also apply if individual or all claims have been included by us in a current invoice and the balance has been struck and accepted. If, in this connection, payment of the purchase price by the contractual partner gives rise to liability on the basis of a bill of exchange, the retention of title shall not expire before the bill of exchange has been honoured by the contractual partner as drawee. If the contractual partner is in default of payment, we shall be entitled to take back the goods after issuing a reminder and the contractual partner shall be obliged to surrender the goods.

6.2

The contractual partner shall store the goods subject to retention of title for us free of charge.

6.3

The contracting party shall be entitled to process and sell the reserved goods in the ordinary course of business until the event of realisation (clause 6.8). Pledges and transfers of ownership by way of security are not permitted.

6.4

If the goods subject to retention of title are processed by the contracting party, it is agreed that the processing shall be carried out in the name and for the account of Rapid Technic GmbH as manufacturer and that the contracting party shall acquire direct ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the goods subject to retention of title - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the goods subject to retention of title to the value of the newly created item. In the event that Rapid Technic GmbH does not acquire such ownership, the contracting party hereby assigns its future ownership or - in the aforementioned proportion - co-ownership of the newly created item to Rapid Technic GmbH by way of security. If the goods subject to retention of title are combined or inseparably mixed with other items to form a single item, and if one of the other items is to be regarded as the main item, Rapid Technic GmbH shall, to the extent that the main item belongs to it, transfer to the contractual partner pro rata co-ownership of the single item in the proportion stated in p. 1.

6.5

In the event of resale of the goods subject to retention of title, the contractual partner hereby assigns to Rapid Technic GmbH by way of security the claim against the purchaser arising therefrom - in the event of co-ownership of Rapid Technic GmbH in the goods subject to retention of title, in proportion to the co-ownership share. The same shall apply to other claims which take the place of the reserved goods or

otherwise arise in respect of the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. Rapid Technic GmbH revocably authorises the contractual partner to collect the claims assigned to Rapid Technic GmbH in its own name. Rapid Technic GmbH may revoke this direct debit authorisation only in case of realisation.

6.6

If third parties gain access to the goods subject to retention of title, in particular by way of seizure, the contracting party shall immediately draw their attention to the ownership of Rapid Technic GmbH and inform Rapid Technic GmbH thereof in order to enable it to enforce its property rights. If the third party is not in a position to reimburse Rapid Technic GmbH for the judicial or extrajudicial costs incurred in this context, the contractual partner of Rapid Technic GmbH shall be liable for them.

6.7

Rapid Technic GmbH shall release the goods subject to retention of title as well as the items or claims replacing them insofar as their value exceeds the amount of the secured claims by more than 50 %. The selection of the items to be released thereafter shall be at the discretion of Rapid Technic GmbH.

6.8

If Rapid Technic GmbH withdraws from the contract in the event of a breach of contract on the part of the contractual partner - in particular default of payment - the contractual partner shall be entitled to demand the return of the goods subject to retention of title.

7 Notification of defects, warranty and liability

7.1

The contractual partner shall immediately inspect the goods delivered by us to him or to a third party designated by him. The obligation to inspect and give notice of defects pursuant to § 377 of the German Commercial Code (HGB) shall apply. The goods shall be deemed to have been approved by the contracting party with regard to obvious defects or other defects which would have been recognisable in the course of an immediate, careful inspection if we do not receive a written notice of defect within seven working days of delivery. With regard to other defects, the goods shall be deemed to have been approved by the contractual partner if we do not receive the notice of defect within seven working days after the time at which the defect became apparent; however, if the defect was already apparent at an earlier time during normal use, this earlier time shall be decisive for the beginning of the period for giving notice of defects. At our request, goods which are the subject of a complaint shall be returned to us carriage paid.

7.2

Deviations in dimensions, contents, thicknesses, weights and colour shades due to the manufacturing process are permissible within the scope of the tolerance customary in the industry, unless a guarantee of quality within the meaning of § 443 BGB is given.

7.3

If the contractual partner discovers defects in the goods, he may not dispose of the goods or process them further until an agreement has been reached on the settlement of the complaint or a procedure for the preservation of evidence has been carried out by an expert commissioned by the Chamber of Industry and Commerce at the registered office of the contractual partner. The warranty shall not apply if the contractual partner modifies the delivery item or has it modified by a third party without our consent and the rectification of the defect becomes impossible or unreasonably difficult as a result. In any case, the contractual partner shall bear the additional costs of remedying the defect resulting from the modification.

7.4

The contractual partner shall be obliged to give us the opportunity to determine the defect complained of on site or to make the object complained of or the corresponding sample thereof available for inspection at our request. In the event of culpable refusal to return the goods, the warranty shall lapse.

7.5

If warranty claims are given, we shall be entitled to determine the type of subsequent performance (replacement delivery, rectification), taking into account the type of defect and the legitimate interests of the contractual partner. In the event of only a minor breach of contract, in particular in the event of only minor defects, the contractual partner shall not be entitled to withdraw from the contract.

7.6

The warranty period shall, as far as legally permissible, be fixed between us and the contractual partner at one year; it shall commence upon submission of the documents "warranty card or handover protocol" by the contractual partner to our customer service, at the latest 6 months after delivery to the contractual partner, if no final sale takes place. If demo machines are part of the contract, exclusively in this case the warranty period begins with the first day of use as a demo machine and not the cut-off date of the final sale by the dealer. This period shall not apply to claims for damages of the contractual partner arising from injury to life, body or health or from wilful or grossly negligent breaches of duty by Rapid Technik GmbH or its vicarious agents, each of which shall become statute-barred in accordance with the statutory provisions.

7.7

In the event of defects in components of other manufacturers which we cannot remedy for licensing or factual reasons, we shall, at our discretion, assert our warranty claims

against the manufacturers and suppliers for the account of the contractual partner or assign them to the contractual partner. In the event of such defects, warranty claims against us shall only exist under the other conditions and in accordance with these GTC if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the contractual partner against Rapid Technic GmbH shall be suspended.

7. 8

All warranty claims shall lapse if the components are not purchased from us or if the document "warranty card or handover protocol" (from clause 7.8) is not available.

7. 9

Any delivery of used items agreed with the contractual partner in individual cases shall be made to the exclusion of any warranty for material defects.

8 General liability and limitation of liability

8.1

Claims for damages and reimbursement of expenses (hereinafter: claims for damages) of the contractual partner against us, our legal representatives, employees or vicarious agents, irrespective of the legal grounds, in particular due to breach of duties arising from the contractual relationship and from tort, shall be limited in accordance with this clause 8.

8.2

Rapid Technic GmbH shall not be liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, unless this involves a breach of material contractual obligations. Material contractual obligations are the obligation to deliver and install the delivery item in due time, its freedom from defects of title as well as such material defects that impair its functionality or usability more than insignificantly, as well as consulting, protection and care obligations that are intended to enable the contractual partner to use the delivery item in accordance with the contract or to protect the life and limb of the contractual partner's personnel or to protect the contractual partner's property from significant damage.

8.3

Insofar as Rapid Technic GmbH is liable on the merits for damages in accordance with the above paragraph, this liability is limited to damages which Rapid Technic GmbH foresaw as a possible consequence of a breach of contract at the time of the conclusion of the contract or which it should have foreseen if it had exercised due care. Indirect damage and consequential damage resulting from defects in the delivery item are also

only eligible for compensation insofar as such damage is typically to be expected when the delivery item is used as intended.

8.4

The above exclusions and limitations of liability shall apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of Rapid Technic GmbH.

8.5

Insofar as Rapid Technic GmbH provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by it, this shall be done free of charge and to the exclusion of any liability.

8.6

The limitations of this clause shall not apply to the liability of Rapid Technic GmbH for wilful misconduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act.

9 Industrial property rights

In accordance with the provisions of this clause, Rapid Technic GmbH warrants that the delivery item is free from industrial property rights or copyrights of third parties. Each contracting party shall notify the other contracting party in writing without delay if claims are asserted against it due to the infringement of such rights.

In the event that the delivery item infringes an industrial property right or copyright of a third party, Rapid Technic GmbH shall, at its discretion and at its expense, modify or replace the delivery item in such a way that no rights of third parties are infringed any more, but the delivery item continues to fulfil the contractually agreed functions, or procure the right of use for the contractual partner by concluding a licence agreement with the third party. If Rapid Technic GmbH does not succeed in doing so within a reasonable period of time, the contractual partner shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages of the contractual partner are subject to the limitations of these GTC.

In the event of infringements of rights by products of other manufacturers supplied by Rapid Technic GmbH, Rapid Technic GmbH shall, at its discretion, assert its claims against the manufacturers and upstream suppliers for the account of the contractual partner or assign them to the contractual partner. In such cases, claims against Rapid Technic GmbH shall only exist in accordance with the provisions of this clause if the legal enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, e.g. due to insolvency.

10 Data storage

The contractual partner is hereby informed that we process the personal data obtained in the course of the business relationship in accordance with the provisions of the data protection regulations. We refer to our data protection declaration according to DSGVO.

The Supplier's webshop offers the possibility for contractual partners to generate an offer directly for the end customer. In this case, the end customer's data, such as name and address, must be entered and will be stored by the Supplier.

The Contractual Partner shall be deemed responsible for the respective data of the end customer and shall conclude an order data processing agreement with the Supplier for this purpose when logging into the online store for the first time by providing the corresponding consent. This agreement regulates how the Supplier processes the data provided by the end customer.

The Contractual Partner shall ensure that it complies with the data protection provisions vis-à-vis the End Customer and, in particular, that the End Customer consents (implicitly or explicitly) to the transfer of the data to the Supplier.

11 Place of performance and jurisdiction

11.1

The place of performance for all obligations arising from the contractual relationship is the registered office of our company in 88693 Deggenhausertal, unless otherwise specified. If we also owe the installation, the place of performance shall be the place where the installation is to take place.

11.2

The exclusive local place of jurisdiction for all disputes arising shall be the registered office of our company in 88693 Deggenhausertal . We reserve the right to choose the local place of jurisdiction of the contractual partner instead. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

11.3

The contractual relations between Rapid Technic GmbH and the contractual partner shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods of 11.4.1980 (CISG).

12 Severability clause

Should individual provisions of the contract with the contractual partner, including these GTC, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.