

General Terms and Conditions of the project group of companies

1. General

- 1.1 The following terms and conditions shall apply exclusively to all deliveries and services of the project group of companies, consisting of project Service & Produktion GmbH, project Automation & Consulting GmbH, project Innovation & Development GmbH and project Automation & Engineering GmbH (hereinafter referred to as “project”), vis-à-vis entrepreneurs, legal entities under public law or special funds under public law for the duration of the business relationship, i.e. also without renewed express agreement for future orders, insofar as legal transactions of a related nature are involved. Any differing, conflicting or supplementary General Terms and Conditions of the customer (hereinafter referred to as “customer”) shall not become part of the contract, even if known and not objected to, as long as their validity is not expressly agreed to by project.
- 1.2 The priority of the individual agreement within the meaning of Section 305b of the German Civil Code (BGB) shall remain unaffected. The employees and representatives of project are not entitled to make any ancillary agreements.
- 1.3 The individual services of project are to be taken from separate agreements or service descriptions which are agreed separately between the customer and project.

2. Quotations, orders

- 2.1 All quotations from project are subject to change without notice and are non-binding unless they are expressly designated as binding. They are to be understood merely as an invitation to submit a quotation by the customer in the legal sense. The quotation of the customer has to be made by e-mail, fax or in writing and is binding. A contract shall not be concluded until project has issued an order confirmation by e-mail, fax or in writing. This also applies to orders received by representatives as well as to orders placed by telephone or fax and changes to orders by the customer.
- 2.2 Documents belonging to the quotation, such as illustrations, drawings, weights and dimensions, are only approximate unless the usability for the contractually intended purpose requires exact conformity or unless the documents are expressly designated as binding. In this respect, it is not a guarantee promise. 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 with equivalent parts, are permitted insofar as they do not impair the usability for the contractually intended purpose and are reasonable for the customer.
- 2.3 The assignment of the customer's rights under the contract shall require the consent of project by e-mail, fax or in writing.
- 2.4 project reserves the property rights and copyrights to cost estimates, drawings and other documents. Reference is made to Clause 13 of these GTC. If project is not awarded the order, the right of use shall end and the documents shall be returned to project upon request.

2.5 The services and deliveries of a special kind, e.g. travel and measurement, provided for the purpose of submitting a cost estimate shall be charged to the customer even if the intended services are not performed or are performed only in a modified form.

2.6 If project orders are placed for the maintenance, repair or processing of parts supplied by the customer, these shall be accompanied by a list with the exact drawings and, if applicable, also the dimensions of the individual parts. In the absence of such a list, the information in project's order confirmation shall be deemed to be proof of the parts delivered.

2.7 Unless otherwise agreed, parts and materials replaced by project shall become the property of project without compensation.

3. Delivery conditions

3.1 Unless otherwise agreed, handover or acceptance shall take place at project's works.

If acceptance is not carried out by the customer himself, but by a representative, the latter must prove his identity by means of appropriate identification. project is entitled, but not obliged, to check this identification.

3.2 If a shipment is made at the customer's request, it shall be made at the customer's expense and risk. These costs also include taxes and customs duties etc. caused by the shipment. Transport insurance shall only be taken out at the request of the customer in text form and then at the customer's expense.

3.3 Partial deliveries and partial services are permitted insofar as they are economically reasonable for the customer.

3.4 Delivery periods specified by project are only binding if they are expressly designated as binding by e-mail, fax or in writing.

3.5 Unless delivery periods are expressly designated as binding, project shall be in default of delivery by a written request from the customer, which may not be made earlier than six weeks after the expiry of the delivery period.

3.6 In the event that information required for the execution of the order is not provided on time, project shall not be in default unless project is responsible for the failure to provide the information on time. The delivery date is automatically postponed proportionally to the delivery time specified in the order confirmation from receipt of the required information.

3.7 If project is in default of delivery or performance, the customer shall set a reasonable grace period. If project does not deliver or perform within this grace period, the customer is entitled to withdraw from the contract.

3.8 project is not responsible for delays in delivery and performance due to force majeure or other unforeseen and non-culpable events (e.g. operational disruptions, loss of production, procurement difficulties, industrial disputes or similar), which not only temporarily make delivery or performance substantially more difficult or impossible - even if they occur at project's suppliers or their sub-suppliers - even in the case of bindingly agreed delivery dates. In such cases, project shall be entitled either to postpone the delivery date or the performance by the duration of the impediment or to withdraw from the contract. Claims for damages, for whatever legal reason, are excluded in the event of force majeure and other unforeseeable events for which we are not responsible.

3.9 project reserves the right to change the appearance and the equipment or technical details of the products, provided that this is reasonable for the customer or the deviations are only insignificant.

3.10 If the scope of delivery and services also includes the control unit by means of associated software, the customer shall receive a simple right of use to the software limited to the purpose and scope of the contract.

4. Prices, terms of payment

4.1 All prices are ex works from project excluding postage, freight costs and packaging, unless expressly agreed otherwise, such as ex works from the manufacturer. Value added tax as well as customs duties and fees for export deliveries shall be borne by the customer, insofar as they are incurred. If the packaging is provided by project, the cost price will be charged for this.

4.2 All invoices are payable immediately upon receipt without deduction. Deductions are not permitted unless otherwise agreed.

4.3 Offsetting or retention is only permitted in the case of undisputed or legally established counterclaims of the customer.

4.4 If the customer is in default of payment or if there are reasonable doubts about the customer's solvency or creditworthiness, project shall be entitled - without prejudice to other rights - to demand advance payments for deliveries not yet made and to make all claims arising from the business relationship due immediately. project's delivery obligations shall be suspended as long as the customer is in default with a due payment. In this case, the delivery obligations shall be extended accordingly by the duration of the delay in payment. In the event of default in payment, project shall also be entitled to demand default interest in the amount of 9 percentage points above the respective base interest rate, insofar as claims for remuneration are concerned.

5. Transfer of risk

The risk shall pass to the customer upon acceptance or, if no acceptance is provided for, upon handover of the goods at project's works, in the case of shipment as soon as the shipment has been handed over to the person carrying out the transport or has left project's works for the purpose of shipment. If shipment is delayed due to circumstances within the customer's sphere of influence, the risk shall pass to the customer upon project's message that the goods are ready for shipment.

6. Default of acceptance

6.1 The customer shall be in default of acceptance or acceptance if it does not pick up the goods or arrange for their dispatch within 7 days of being notified that the goods have been completed or are ready. Upon default of acceptance, the risk of accidental deterioration and accidental loss shall pass to the customer.

6.2 If the customer is in default of acceptance, project shall also be entitled to demand compensation for the damage it incurs. After the expiry of two weeks after notification of readiness for collection, project further reserves the right to store the goods elsewhere or to sell them elsewhere at the customer's expense.

7. Insurance

project does not hold extra insurance for the contract items handed over by the customer. The risk of insurance coverage of the object of the order during the execution of the repair shall be borne by the customer.

8. Items/objects of the customer

8.1 In the event that project is provided with other items along with the subject matter of the order, project shall be liable for damage to these items as well only in accordance with clause 12 of these Terms and Conditions.

8.2 The customer grants project a lien on all items brought in by it for claims arising from the underlying contract.

9. Retention of title

9.1 project retains title to all items delivered by it (goods subject to retention of title) until the customer has settled all claims arising from the business relationship with project. The reservation extends to the new products created by processing the reserved goods. The processing is done for project as a manufacturer. In the event of processing, combining or mixing with items not belonging to project, project acquires co-ownership in the ratio of the invoice value of its reserved goods to the invoice values of the other materials.

9.2 As long as the customer is willing and able to properly fulfil its obligations towards project, it may dispose of the goods owned or co-owned by project in the ordinary course of business. Specifically, the following applies:

a) If the customer defers the purchase price vis-à-vis its customers, it must reserve ownership of the modified goods vis-à-vis these customers. Without this reservation, the customer is not authorised to dispose of the reserved goods.

b) The customer hereby assigns to project all claims arising from the sale of goods subject to retention of title, including alternating bills of exchange and cheques, as safeguarding of project's claims arising from the business relationship. project accepts the assignment. In the event of the sale of goods in which project has co-ownership, the assignment shall be limited to the share of the claim corresponding to

project's co-ownership share. In the event of processing within the scope of a contract for work and services, the claim for payment for work and services shall be assigned to project here and now in the amount of the pro rata amount of the customer's invoice for the co-processed goods subject to retention of title. project accepts the assignment. The customer is only authorised to resell or otherwise use the goods subject to retention of title if it is ensured that the claims arising therefrom are transferred to us.

c) If the assigned claim is included in a current account, the customer already now assigns to project a part of the balance (including the corresponding part of the closing balance) from the current account corresponding to the amount of this claim. If interim balances are drawn and it is agreed that they are to be carried forward, the claim to which project is entitled per se from the interim balance in accordance with the above provision shall be treated as assigned to project for the next balance.

d) Until project's revocation, the customer is authorised to collect the claims assigned to project, provided that a risk to the right of retention of title, for example due to an application for the opening of insolvency proceedings or insolvency, appears to be excluded. project is otherwise entitled, without exercising the right of revocation and without setting a grace period, to demand the temporary surrender of the reserved goods at the customer's expense.

9.3 As long as project retains title, the customer shall handle and store goods subject to retention of title with care, insofar as it can dispose of them, and shall carry out necessary and customary inspection, maintenance and upkeep work at its own expense. For the duration of the retention of title, the customer may neither pledge the goods subject to retention of title nor assign them as security. Access by third parties to the reserved goods, for example by way of seizure or confiscation, as well as damage or destruction must be indicated to project immediately in writing or by fax. It is the responsibility of the customer to bear all costs necessary to cancel the seizure and to recover the goods subject to retention of title, insofar as they cannot be collected by third parties.

9.4 In the event of a breach of the obligation to handle the reserved goods with care and other duties of care by the customer and in the event of default in payment of secured claims, project shall be entitled to take back the reserved goods. Repossession shall only constitute a withdrawal from the contract if project declares this in writing. After taking back the goods, project is entitled to sell them, whereby the proceeds are to be credited against the customer's liabilities less reasonable costs of sale. The same shall apply in all other cases of conduct by the customer in breach of contract.

9.5 If the realisable value of the securities exceeds the claims to be secured by more than 20 %, project shall release securities of its choice at the customer's request.

9.6 If the retention of title is not or only to a limited extent permissible under the legal

provisions applicable in the customer's country, projects aforementioned rights shall be limited to the extent permitted by law.

10. Claims for defects

10.1 The claims for defects pursuant to section 11 of these Terms and Conditions shall only exist in the case of the purchase of goods if the customer has properly fulfilled its obligations to inspect and give notice of defects pursuant to §§ 377 of the German Commercial Code (HGB).

10.2 In the case of the sale of used goods, any liability for material defects is excluded.

10.3 In the case of the sale of newly manufactured goods, in cases of entrepreneurial recourse of the customer against project after successful reduction or return by a consumer, § 445a para. 2 German Civil Code (BGB) shall apply with the proviso that in the case of a reduction by the consumer, project shall only assume the reduction rate that was applied in the relationship between the customer and the consumer or the further intermediary.

11. Rights of the customer in the event of defects

11.1 The customer may only assert the following rights if project has been notified in writing of the defect within the limitation period and has been provided with the goods immediately upon request.

11.2 In the event of justified and timely notices of defect, project shall remedy the defect at its discretion by repair or subsequent delivery. In the event of remedy, project shall decide whether this is to be carried out by repair or replacement of defective parts.

11.3 If project fails to remedy the defect within a reasonable period of time or if the remedy has failed or is unjustifiably refused by project, the customer may, at his discretion, withdraw from the contract or reduce the remuneration appropriately (reduction). The remedy shall be deemed to have failed if it is evident from the nature of the item or the defect or the other circumstances that a successful remedy can no longer be expected or that further attempts at remedy are no longer reasonable for the customer.

11.4 In the event of unjustified notices of defects which have caused an extensive inspection, the costs of the inspection may be charged to the customer.

11.5 The limitation period for claims for defects is one year from the transfer of risk in accordance with section 5 of these Terms and Conditions.

11.6 Any claims for defects shall be excluded if the goods are installed, used or stored contrary to project's operating instructions or instructions or otherwise improperly or if they are not used in accordance with the contract or if maintenance, repairs, changes or modifications are carried out on the goods or parts thereof by the customer or third parties without project's consent, unless the customer proves that these circumstances are not the cause of the defect complained of.

12. Liability

12.1 Claims for damages are excluded - irrespective of the type of breach of duty and including tortious acts - unless there is intentional or grossly negligent conduct.

12.2 In the event of a breach of essential contractual obligations (cardinal obligations), project shall be liable for negligence, but only up to the amount of the foreseeable damage typical for the contract. Claims for loss of profit, saved expenses, from claims for damages by third parties as well as for other indirect and consequential damages cannot be demanded in this case. Cardinal obligations are the essential obligations which form the basis of a contract, the fulfilment of which is a prerequisite for the proper performance of the contract and compliance with which the client regularly relies on and may rely on.

12.3 The limitations and exclusions of liability in paragraphs 1 and 2 do not apply to damages arising from injury to life, limb or health or to any claims arising from product liability.

12.4 The provisions of the foregoing paragraphs shall apply mutatis mutandis to a limitation of compensation for futile expenses (§ 284 of the German Civil Code (BGB)).

12.5 Insofar as project's liability is excluded or limited, this shall also apply to project's employees, representatives and vicarious agents.

12.6 Claims of the customer due to material defects or defects of title and any claims for damages arising therefrom (cf. Section 11.5) shall become statute-barred within one year from the transfer of risk. In the case of other claims of the customer arising from the contract as well as from a debt relationship (§ 311 para. 2 German Civil Code (BGB)), a limitation period of one year from the statutory commencement of the limitation period shall apply. The claims shall become statute-barred at the latest upon expiry of the statutory maximum periods (§ 199 paras. 3 and 4 German Civil Code (BGB)). In the case of personal injury as well as intent and gross negligence, the statutory limitation periods shall apply.

13. Rights of use, protection of intellectual property, confidentiality

13.1 All documents provided by project in paper or electronic form (in particular offers, analyses, statements, expert opinions, etc.) are the intellectual property of project. This applies regardless of whether or not the documents are protected by copyright, trademark or competition law.

13.2 During and after termination of the contractual relationship, the customer may use the documents provided exclusively for his own business purposes covered by the contract and the specifically agreed scope of services. The customer is not entitled to modify analyses, statements, expert opinions, etc. of project.

13.3 Without the prior written consent of project, the customer is prohibited from disclosing the documents in whole or in part to third parties, from reproducing them publicly, from quoting from them or from referring to them vis-à-vis third parties.

14. Export control clause

14.1 The deliveries and services (fulfilment of the contract) are subject to the proviso that there are no obstacles to fulfilment due to national or international regulations of foreign trade law, in particular export control regulations as well as embargos or other restrictions.

14.2 The customer undertakes, insofar as necessary for the performance of export control checks, to provide all information and documents on the final recipient, final destination and intended use of the contractual items supplied by project, any export control restrictions applicable in this respect and the information required for the export/transfer/import without delay upon request.

14.3 Delays resulting from export inspections or approval procedures shall invalidate deadlines and delivery times. If a required approval is not granted for reasons beyond project's control, the contract shall be deemed not to have been concluded with respect to the parts concerned. Claims for damages are excluded in this respect and due to the aforementioned exceeding of deadlines.

14.4 The customer shall comply with the respective applicable provisions of national and international (re-)export control law when passing on the supplies of project (hardware and/or software and/or technology as well as related documentation, irrespective of the manner in which they are made available) or the work and services provided by it (including technical support of any kind) to third parties. In any case, the (re-)export control regulations of the Federal Republic of Germany and the European Union must be observed when passing on deliveries to third parties.

14.5 The customer shall fully indemnify project against all claims asserted against it by authorities or other third parties due to the customer's failure to comply with the above export control obligations and undertakes to compensate project for all damages and expenses incurred in this connection.

15. Miscellaneous

15.1 Unless otherwise agreed in writing, by e-mail or fax, these Terms and Conditions reflect the entire agreements between project and the customer. There are no verbal ancillary agreements. Amendments, supplements and the cancellation of these Terms and Conditions require an agreement made in writing, by e-mail or fax. This also applies to a waiver of this formal requirement.

15.2 The legal relationship between project and the customer shall be governed by German law, both for the conclusion and the execution of the contract, to the exclusion of the provisions of the IPR and the UN Convention on Contracts for the International Sale of Goods.

15.3 The exclusive place of jurisdiction for disputes arising from this contract shall be Kranenburg for contracts concluded with merchants, legal entities under public law or special funds under public law. project reserves the right, however, to invoke the court of general jurisdiction for the customer's registered office instead.

15.4 Should any provision of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the ineffective provisions with such provisions that come as close as possible to the economic sense and purpose of the ineffective provision in an effective manner. The same shall apply to any gaps in the contract.

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