

General Terms and Conditions: Terms of Sale, Delivery and Payment

1. General

- (a) The following General Terms and Conditions (GTCs) apply to all contractual relationships in commercial transactions with entrepreneurs pursuant to § 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. These GTCs do not apply to distance contracts and consumer goods sales. Deviating conditions only apply to the Scheidt company Scheidt GmbH & Co. KG if they have been expressly accepted by us in the individual case. Unless otherwise agreed between us and the Client, the provisions of the German Civil Code (BGB) shall otherwise apply. For construction works, these GTCs do not apply, with the exception of Clause 2, lit. d).
- (b) All offers from Scheidt GmbH & Co. KG are subject to change and non-binding. Contracts, orders and other agreements only become legally effective upon our written confirmation.
- (c) Decisive for the content of the contract are our offer, our written order confirmation and these conditions. In the case of deliveries without a prior order confirmation, our delivery note shall apply as the order confirmation. Verbal collateral agreements to a contract must be agreed in writing.
- (d) For offers and deliveries, insofar as nothing else has been agreed and is regulated in our GTCs, the German Industrial Standards (DIN) shall be decisive for the quality/condition of the goods, insofar as such exist for the goods concerned. The Client bears responsibility for the correct and timely provision of the material to be procured or the documents to be produced. Should the Client require a special inspection, this must either already be indicated in the tender documents or notified upon the placing of the offer.
- (e) Assurances given by us regarding the quality/condition and durability of the goods, by which we grant the Client additional rights beyond the statutory claims due to defects, are only designated as material defects within the meaning of § 443 BGB, if we in our written declaration in this respect also explicitly designate them as a guarantee. The same applies to analyses.
- (f) In the event that electrical installations are included in our services, these are supplied by us with protective devices only within the scope of the statutory provisions or the expressly agreed arrangement. The provisions of the Association of German Electrical Engineers at the time of the order are decisive here. Deviations are possible provided that equal safety is guaranteed in another manner and way.
- (g) The Client is liable for any damages arising if production capacities are reserved for him but are not used by him for reasons for which he is responsible.

2. Prices and Payment Terms

- (a) The prices named in our order confirmation plus statutory value added tax are decisive. Any additional services are charged separately. We reserve the right to price adjustments of up to 20% in each case, if material prices, freight costs, labour costs, etc. change. Price changes that go beyond this are not recognised; retention of the right to withdraw from the contract remains reserved.
- (b) Insofar as no deviating agreement has been made, our prices are understood exclusively ex works, excluding freight and packaging.
- (c) Our invoices are payable immediately without deduction. Discounts must be agreed separately. If the Client does not pay the invoice within 30 days after receipt of the invoice, he is in default of payment and default interest is due. In this case we also reserve the right to claim damages for default.
- (d) In the case of installation or erection orders, the Client bears, insofar as nothing else has been agreed, the usual ancillary costs, e.g., for travel costs, transport costs and tools.
- (e) Furthermore, we reserve the right to reject cheques if justified doubts about their cover exist. Discount and collection charges and all other costs are borne by the Client and are to be paid by him immediately in cash. There is no obligation for him for timely presentation, protest, etc. All claims become due if the Purchaser is in default with the fulfilment of any liability towards us. The same applies in the case of suspension of payments, over-indebtedness, opening of insolvency proceedings over his assets or if such proceedings are rejected for lack of assets. The same shall apply if justified doubts about the creditworthiness of the Client arise. In the case of default of payment, we also

grant ourselves the choice, either to demand advance payments or the provision of other securities for further deliveries/services, to claim compensation for damages or to withdraw from the contract, at our option. This shall apply if the Client is in default with the payment due for the service. Furthermore, cheques accepted may be returned before maturity and immediate cash payment demanded. In the case of default of payment, further claims remain unaffected. Default interest is charged at the amount of the bank interest rates – but at least 8 percentage points above the respective current base interest rate of the Deutsche Bundesbank.

- (f) For the set-off of incoming payments against claims which consist of several deliveries/services, § 366 BGB applies. The Client may not suspend payments or refuse them. Unaffected by this is the right of retention due to material defects. Set-off with counterclaims is only possible if these have been unambiguously recognised or legally established. We are, on the other hand, entitled, contrary to the provisions of the Client, to set off payments first against his oldest debt. We shall inform the Client about the type of set-off. If costs and interest have already accrued, we are entitled to set off the incoming payments first against the costs, then against the interest and finally against the main service.

(g) Technical Changes:

Before approval by the Client:

Concrete work preparation: From drawing revision index B, €250.00 are charged. A change to the index is always taken as basis if the station (NZ / BEK / NEK) must be structurally changed and/or a change must be seriously provided, i.e. the drawing for the approval must be renewed and transmitted to the Client again (e.g., for additional doors/ventilation grilles, partition walls, mirroring of the drawing, etc.). The revision index we charge for the drawing to the Client. Electrical work preparation: From electrical checklist revision index B, €250.00 are charged. A change to the index arises then, if electrical components are omitted or added, if the performance of the station is changed, so that the technical layout must be reconsidered, or after twice repeated dispatch (approval version and a further version) of the electrical checklist due to open questions on details or plans, a complete answer of the Client is present. The revision index is noted on the checklist for the Client. Should repeatedly changes in the concrete and electrical area be brought in by the Client, the revision indices will be charged. After approval by the Client:

Concrete work preparation:

A 'minor' change is charged if the station is changed aesthetically (façade colours, door colours, etc.).

BEK/NEK (walk-in/non-walk-in) = €425.00

NZ (middle option) = €300.00

A 'major' change is charged in the case of structural (and aesthetic) changes.

E.g., in the case of an additional opening/penetration.

BEK/NEK (walk-in/non-walk-in) = €850.00

NZ (middle option) = €600.00

Electrical work preparation:

'Minor' changes are, e.g., changes to the lighting or the addition of a desk, etc. In

other words, changes that are not technically significant but nevertheless require

the red design folder and/or other documents to be revised, or the information to be passed on.

BEK / NEK (walk-in/non-walk-in) = €425.00

NZ (middle option) = €300.00

'Major' changes, for example, are where components relevant to operations are altered, or where items supplied by the client are delivered in quantities different to those specified (e.g., 3 delivery units instead of 1). BEK/NEK (walk-in/non-walk-in) = €850.00 NZ (middle option) = €600.00

3. Delivery

- (a) The place of performance is our works or the company operating on our behalf, unless otherwise agreed. The risk and the costs of transport shall be borne by the Client. Provided that no method of dispatch has been agreed, we shall select a suitable one. In the absence of further agreements, we reserve the right to carry out orders in partial deliveries. Non-significant complaints regarding partial

deliveries shall not release the operating company from the contractual acceptance of the remaining quantity. In the case of deliveries to a construction site, the recipient is responsible for suitable access routes and immediate unloading. Otherwise, the recipient shall be liable for any damage and additional costs incurred.

- (b) Unless otherwise agreed, the delivery date refers to the provision of the goods for collection or dispatch at the works. The delivery period shall be extended appropriately if documents required for the execution of the order are missing or if information has not been transmitted.
- (c) Scheidt GmbH & Co. KG shall be released from the obligation to deliver in the event of a shortage of raw materials/energy, strike, lock-out, operational disruptions, default of upstream suppliers as well as other circumstances for which we or a company operating on our behalf are not responsible, for the duration of their existence, insofar as our ability to deliver is impaired thereby. If performance becomes impossible for us due to the impediment, unreasonable, or lasts longer than the duration of the impediment to performance, we shall be entitled to withdraw from the contract – without prejudice to Clause 9 of these GTCs – without compensation for damages. We shall also be entitled to withdraw if, after issuing the order confirmation, unexpected and extraordinary increases (20% or more) in raw material or energy costs occur which affect the selling price. Conversely, the Buyer shall be entitled to withdraw if, after issuing the order confirmation, unexpected and extraordinary decreases (20% or more) in raw material and energy costs occur which affect the selling price. The obligation to deliver shall be suspended as long as the Client is in default with its due payment obligations. Taking into account Clause 9 of these GTCs, we shall be entitled, in the event of justified doubts regarding the Client's ability to pay, to withdraw from the contract without compensation for damages upon non-provision of the required securities.
- (d) If part of the scope of the order requires approval from the Contractor and this depends on the quality/condition of the order, the Contractor is not obliged to submit or apply for the necessary permit application to authorised third parties before all information required for the permit application is available. The Client is responsible for transmitting all required information, documents, and files necessary to the Contractor, at the latest upon request by the Contractor. For the documents required for the permit application, the approval documents signed by the Client (drawings, electrical approval) as well as the written confirmation of the delivery date requested by the Contractor and complete details for the delivery address must be available. If the Client postpones the delivery date after application for, or issuance of, the transport permit and, on account of the delivery date postponement, the necessity arises to extend or even re-apply for the transport permit, the resulting costs plus a 10% administrative surcharge shall be charged to the Client.
- (e) In the event of delivery delay, the Client is entitled, after unsuccessful expiry of a reasonable grace period with threat of refusal, to withdraw from the contract or to demand compensation for damages pursuant to Clause 9 of these GTC. The Client is obliged to declare, within a reasonable period set for it by us, whether, on account of the delay in delivery, it is withdrawing from the contract and/or demanding compensation for damages in lieu of performance in accordance with Clause 9, or is insisting on delivery.
- (f) The Purchaser or a person commissioned by it is obliged to inspect the goods immediately for functionality, completeness, and incorrect deliveries. All visible defects must be reported immediately. If the goods provided are not collected by the agreed delivery date or within the delivery period, they shall be deemed accepted upon expiry of the fifth working day after the delivery date or after expiry of the deadline.
- (g) In the case of components provided by the Client, a visual inspection shall be carried out upon delivery. If the goods provided are packed and the packaging is checked for obvious damage. If any transport damage is present, the supplied item shall only be unpacked in the course of assembly. Damage visible there shall be reported immediately, stating the supplied Client item. The Scheidt company assumes no liability for hidden damage to supplied components.
- (h) Contractual penalties shall apply to us only where there are special agreements.
- (i) <https://www.scheidt.de/wp-content/uploads/Einlagerungspreise-Scheidt-Stationen-Stand-08-2023.pdf> In the case of delivery date

postponements for reasons for which the Client is responsible, if these occur within the last week before the agreed delivery date, storage costs amounting to 350 € per month shall be charged. After a period of three months, freight and crane, excluding freight and crane, shall be invoiced at the agreed order value. In addition, the Client shall be informed in writing of this date regarding the default of acceptance. Upon commencement of the default of acceptance, the transfer of risk and the warranty period begin. After a further three months, disposal costs amounting to 50% of the value of the goods can be charged. Furthermore, the Client's crane costs for the relocation of the goods to the Client can be charged on. The cost overview can be accessed under the following link:

<https://www.scheidt.de/wp-content/uploads/Einlagerungspreise-Scheidt-Stationen-Stand-08-2023.pdf>

4. Placing of the Stations and electrical installation, assembly of switchgear buildings and other buildings

- (a) If the order includes the obligation to erect, coordinate the erection, and/or assemble the respective object, the following provisions additionally apply:
 - (1) All agreed conditions must be created by the Purchaser at the construction site so that work can be started immediately upon arrival of the goods and the assembly personnel.
 - (2) The construction site and foundation pit must be positioned by the Client for the deployment of the arriving vehicles or the mobile crane or lifting tool in accordance with the specifications contained in the offer. The Client must notify us in good time of deviations from the agreed mobile crane deployment. Any additional costs incurred as a result of the deviations shall be borne by the Client.
- (b) If we undertake electrical installations at the place of erection of our goods, the following provisions additionally apply: Before the start of the assembly work, the Client shall provide us with the necessary information about the location of concealed power, gas, water lines or similar details, as well as the necessary static information without being requested to do so.
- (c) The Client is obliged to provide the following at its own expense in good time:
 - (1) Construction power and water as well as the necessary connections to their points of use
 - (2) Protective clothing and protective devices which, due to special circumstances of the installation site, are required and are not customary in our industry.

5. Material Defects

- (a) All parts or services shall, at our option, be reworked free of charge, delivered anew, or provided anew, if the cause of which was already present at the time of the transfer of risk within the limitation period. If subsequent performance by way of replacement delivery fails, or if it would require disproportionate effort, a reduction of the purchase price can be demanded instead of the reinstallation.
- (b) The limitation period for material defects is 12 months, provided that no longer periods are stipulated under §§ 438 (1) No. 2 of the German Civil Code (BGB), 479 (1) BGB and 634a (1) No. 2 BGB.
- (c) The Client must notify us of material defects in writing without delay.
- (d) In the event of a notice of defects, the Purchaser may only withhold payments to an extent that is in reasonable proportion to the material defects that have occurred. In addition, a justified notice of defects must be given. If the notice of defects was given wrongfully, we are entitled to demand from the Client reimbursement of the expenses incurred by us in this respect.
- (e) The Client is obliged always to give us the opportunity for subsequent performance within a reasonable period.
- (f) Should the subsequent performance fail, the Purchaser may – without prejudice to any claims for compensation for damages pursuant to clause 9 of these GTCs – withdraw from the contract or reduce the remuneration.
- (g) Deviations, changes or tolerances constitute – with the exception of the agreed incorrect deliveries – no deviations from the agreed quality or from the customary quality, provided that they are within the DIN standards. Dimensions therefore generally apply as non-binding display samples. Deviations to a minor extent justify no claim for a defect. The natural aggregates used by us may cause variations in

the quality of the products, e.g., colour variations, surface cracks or voids. Where the DIN standards are complied with, such minor changes constitute no deviation from the contract. Claims for defects do not exist if the delivered item is suitable for the use provided for or intended under the contract, has the quality that is customary for items of the same kind and that the Buyer can expect according to the type of the item. Further grounds for exclusion for asserting claims for defects are: natural wear and tear, damage arising after the transfer of risk as a result of faulty or negligent handling, excessive use, unsuitable operating materials, defective construction work or that occurs on the basis of particular external influences that are not presupposed under the contract, as well as in the case of non-reproducible software errors. If changes or repair work are carried out by the Buyer or third parties improperly, there are likewise no claims for defects for these and the consequences arising therefrom.

- (h) The Client must, immediately upon arrival of the goods, carry out an inspection regarding defects, guaranteed quality, incorrect delivery, shortage or excess. Defects of the delivery that are directly recognisable must be reported without delay, at the latest within seven days of receipt of the delivery; hidden defects at the latest within seven days of discovery, in writing to the Client. The assertion of notices of defects and claims for retention of payment must in every case be made within the warranty period prior to processing, connection or mixing. The Client must give us the opportunity for immediate inspection of the complaint; in particular, damaged goods as well as their packaging must be kept available for our inspection. If this is not the case, we are released from liability for defects. Should there be a threat of a danger to operational safety and the prevention of disproportionately large damage, whereby the Client must inform us immediately, or if we are already in default of removing the defect, the Purchaser has the right to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary costs from us. The assumption of costs of externally commissioned experts requires a written agreement in the individual case.
- (i) For the purpose of subsequent performance, necessary expenses, in particular transport, travel, labour and material costs, shall be borne by Scheidt GmbH & Co. KG, provided that the expenses do not increase because the object of the delivery was subsequently taken to a place other than the place of performance – unless the relocation corresponds to its intended use.
- (j) Insofar as recourse claims of the Client against us arise as a result of the law, these exist only if the Client has not made any agreements with his purchaser going beyond the statutory claims for defects. For the scope of the recourse claim against us, (i) shall furthermore apply accordingly.
- (k) Further-reaching claims of the Client, in particular for compensation for damages instead of performance and for compensation of any other indirect or consequential damage – including consequential damage caused by defects – regardless of the legal grounds, are excluded. This does not apply if
 - (1) a defect of title or material defect has been fraudulently concealed by us or we have assumed a quality guarantee for the goods,
 - (2) our legal representatives or vicarious agents have caused the damage through intentional or grossly negligent conduct or through simple negligent breach of essential contractual obligations (by these persons),
 - (3) a culpable breach of duty by us, our legal representatives or vicarious agents has led to injury to body or health.

In the case of simple negligence, our liability to compensate is limited in amount to the contractually typical, foreseeable damage.

- (l) The provisions under letter (k) shall apply accordingly to direct claims of the Client against our legal representatives or vicarious agents.

6. Data Protection, Intellectual Property Rights and Defects of Title

- (a) The data are processed by machine and used only for internal operational purposes.
- (b) <https://www.scheidt.de/kontakt/datenschutzzerklaerung> The operators of these pages take the protection of your personal data very seriously. We treat your personal data confidentially and in accordance with the statutory data protection regulations as well as this privacy policy. You can find our privacy policy here: <https://www.scheidt.de/kontakt/datenschutzzerklaerung>

- (c) The use of our website is generally possible without providing personal data. Insofar as personal data (for example name, address or e-mail addresses) are collected on our pages, this is always done, as far as possible, on a voluntary basis. These data are not passed on to third parties without your express consent. We point out that data transmission over the internet (e.g., in communication by e-mail) may have security gaps. Complete protection of data against access by third parties is not possible.
- (d) The internet pages use, in part, so-called cookies. Cookies cause no damage to your computer and contain no viruses. Cookies serve to make our offer more user-friendly, more effective and more secure. Cookies are small text files that are stored on your computer and that your browser saves. Most of the cookies we use are so-called "session cookies". They are automatically deleted at the end of your visit. Other cookies remain stored on your end device until you delete them. These cookies enable us to recognise your browser on your next visit. You can set your browser so that you are informed about the setting of cookies and only permit cookies in the individual case, exclude the acceptance of cookies for certain cases or generally, as well as activate the automatic deletion of cookies on closing the browser. When cookies are deactivated, the functionality of this website may be restricted.
- (e) You have at any time the right to free information about your stored personal data, its origin and recipients and the purpose of the data processing, as well as a right to correction, blocking or deletion of these data. For this purpose as well as for further questions on the subject of personal data, you can contact us at any time at the address given in the legal notice.
- (f) Industrial property rights and copyrights of third parties are referred to under the following intellectual property rights. Insofar as nothing else has been agreed with the Client, we are obliged only to make the delivery free of intellectual property rights in the country of the place of delivery. If a third party asserts justified claims against the Client because of an infringement of property rights by deliveries made by us and for which we are responsible, we shall be liable to the Client within the periods stipulated in clause 5 letter (b) as follows:
 - (1) We shall, at our discretion and at our cost, for the delivery concerned either obtain a right of use, change it so that the property right is not infringed, or exchange them. If this is not possible for us on reasonable terms, the Client shall be entitled to the statutory rights of withdrawal or reduction.
 - (2) Our obligations to pay compensation for damages shall be governed by Clause 9 of these GTCs.
 - (3) In order to assert the aforementioned obligations against us, the Client must inform us in writing without delay of the claims raised by third parties, must not acknowledge any infringement and must reserve to us all defensive measures and settlement negotiations. If the Client ceases to use the delivery for reasons of reduction of damages or other reasons, it shall be obliged to point out to the third party that no acknowledgement of an infringement of property rights is associated with the cessation of use.
- (g) In the event that the Client is responsible for the infringement of property rights, claims against us shall be excluded.
- (h) Likewise, claims of the Client shall be excluded insofar as the infringement of property rights is caused by special specifications of the Client, by an application not foreseeable by us or is caused by the fact that the delivery is modified by the Client or is used together with products not supplied by us.
- (i) For the claims of the Client governed under lit. (a) 1, the provisions of Clause 5 lit. d) and j) shall apply accordingly in all other respects.
- (j) In the case of other defects of title, the provisions of Clause 5 of these GTCs shall apply accordingly.
- (k) Further or other claims of the Client against us and our vicarious agents other than those governed in this Clause 6 shall be excluded.

7. Impossibility, Contract Adjustment and Withdrawal

- (1) The Purchaser shall be entitled to claims for damages if the delivery is impossible, unless we are not responsible for the impossibility. The claim shall be limited to 10% of the value of that part of the delivery which cannot be used for the intended purpose because of the impossibility, unless the Client can prove higher damages. This amount is based on the mandatory claim for damages existing pursuant to Clause 5 or Clause 9 of these GTC. Beyond this, claims of the Client for damages shall be excluded, subject to

Clause 5 and Clause 9 of these GTC. The right to withdraw from the contract shall remain unaffected.

- (2) If the economic significance of the delivery content changes substantially, within the meaning of Clause 3 lit. c), or if the operational sequence is significantly influenced by unforeseeable events, the contract shall be reasonably adjusted by mutual agreement, taking good faith into account. Insofar as this is not economically reasonable, we shall be entitled to withdraw from the contract. We undertake to inform the Client without delay of the significance of the events in the event of exercising the right of withdrawal, if a postponement of the delivery period has initially not been agreed with the Client.
- (3) If the Client, without being entitled to do so, withdraws from the contract for one of the reasons named in these GTCs and cancels the commissioned works, the following fees shall apply:
 - (1) 6 or more months before the delivery date named in the order confirmation, free of charge, provided the Contractor has not incurred any costs for purchased components in connection with the order.
 - (2) Less than 6 and more than 3 months before the delivery date named in the order confirmation, 50% of the order value excluding freight & crane as well as purchased components. If purchased components have already been ordered by the Contractor for the order and (free) cancellation is not possible, the Client shall either be invoiced for the value of the goods of the purchased component(s) plus 10% administrative surcharge or the entire order value of the purchased component(s), if the Contractor's supplier does not accept the cancellation. The Contractor undertakes to inform the Client of the release of the purchased component(s). The Client undertakes to either collect the purchased component(s) within 2 weeks of delivery at the Contractor's works or, in consultation with the Contractor, to store them at cost at the Contractor's premises for a future project. The Contractor may refuse storage without stating reasons.
 - (3) Less than 3 months before the delivery date named in the order confirmation, 80% of the order value excluding freight, crane and purchased components. The order components freight, crane as well as purchased components shall be invoiced in full at the order value. If costs are incurred in connection with the aforementioned order components, such as for example costs for transport permits or other official requirements, these shall be invoiced to the Client in full. The Contractor undertakes to inform the Client of the release of the purchased component(s). The Client undertakes to either collect the purchased component(s) within 2 weeks of delivery at the Contractor's works or, in consultation with the Contractor, to store them at cost at the Contractor's premises for a future project. The Contractor may refuse storage without stating reasons.

8. Security Rights

- (a) Until full settlement of all claims by the Purchaser – without recourse to its right of retention and its claims arising from origination – we retain title to the goods supplied by us. The retention of title only ends when all claims arising from the business relationship with the Client have arisen, whereby a current account balance is decisive, in the case of receipt of cheques up to their honouring. The Client is permitted to process the goods supplied by us in the ordinary course of business or to resell them, unless a prohibition of assignment has been agreed. The goods subject to retention of title are to be handled with due care. Otherwise, we shall be entitled to demand the immediate surrender of the goods.
- (b) As long as the retention of title exists, we remain, despite processing and combination, owner or co-owner pursuant to §§ 947 of the German Civil Code (BGB) and 950 BGB. If a new item arises, we acquire co-ownership in the ratio of the value of the reserved goods to the value of the other item at the time of combination, pursuant to § 948 BGB. The new item shall be deemed goods subject to retention of title. The rights and all ancillary rights, in the event of any resale, pass to us in the amount of our delivery value.
- (c) In the event of default of payment, the Client shall at our request inform its debtors of the assignment and provide us with all necessary information and hand over documents. If the value of the securities existing for us exceeds our claims in total by more than 20%, we shall, at the request of the Buyer, be obliged to release or re-transfer them insofar as they exceed this.
- (d) If the reserved goods or the items manufactured therefrom are combined with the property of third parties in such a way that these essential constituent parts of the property become, the Client hereby assigns to us its claims against third parties as security in the amount

of the purchase value of our processed reserved goods. This assignment does not require a separate declaration of assignment. The transfer of the claim shall be determined for the point in time of its origination.

- (e) The Client is not permitted to pledge or transfer by way of security the goods subject to retention of title. Seizures by third parties are to be notified immediately.
- (f) By asserting the retention of title, the taking back or seizure of the goods by us, no withdrawal from the contract shall be justified. In the case of taking back, we shall be entitled, after prior warning and setting of a reasonable deadline, to freely dispose of the items to realise them. The proceeds of realisation shall, after deduction of reasonable realisation costs, be credited against our claims.

9. Claims for Damages

- (a) Claims for damages (claims for damages and reimbursement of expenses), on whatever legal grounds, in particular for the breach of obligations arising from the contractual obligation and from tort, shall be excluded.
- (b) Exceptions are mandatory cases of liability, such as e.g., liability under the Product Liability Act, in cases of intent, gross negligence, for injury to life, body or health, for the breach of essential contractual obligations. The claims for damages arising from the breach of contractual obligations shall be limited to the foreseeable damage typical of the contract, unless one of the exceptional circumstances mentioned above additionally applies. A reversal of the burden of proof to the detriment of the Client is not associated with the foregoing provisions.
- (c) Should the Client be entitled to claims for damages under this clause, the limitation periods for claims for material defects pursuant to clause 5 lit. (b) of these GTCs shall apply.
- (d) Scheidt GmbH & Co. KG shall not be liable for consequential damage caused by defects.

10. Consulting

- (a) Our technical consulting is only binding if provided in writing. Furthermore, the Client is responsible for the proper and expert further processing.
- (b) Documents and tools supplied by us shall remain our property and may not be made accessible to or reproduced by third parties without our consent.

11. Dispatch and Transfer of Risk

- (a) The risk passes to the forwarding agent or carrier upon handover of the goods, if the term "ex works" has been agreed (pursuant to the FCA Incoterms 2010). In the case of the agreement "free construction site" with unloading, the transfer of risk takes place upon placing at the intended excavation pit. If an agreement has been made "free construction site" without unloading, the risk passes at the moment the product is lifted by the crane and hangs on the hook.
- (b) Goods notified as ready for dispatch on schedule must be called off immediately. Otherwise, we may store the goods at the expense and risk of the Client at our discretion and invoice them as delivered.
- (c) In the case of "carriage-free delivery", the means of transport must be unloaded by the Client immediately. Waiting times shall always be borne by the Client, who in the event of default shall also bear the costs and risk of unloading and interim storage.
- (d) The recipient appearing at the place of delivery for the Client shall be deemed authorised to accept the delivery with binding effect. Damage in deliveries shall only be recognised if we are liable to provide a replacement and the Client, or the person accepting the goods on their behalf, immediately gives notice of the defects.
- (e) The transfer of risk to us of items which the Purchaser has supplied to us for the production of the work is excluded. This shall not apply if the loss of the item is due to intent or gross negligence on our part.

12. Warranty

- (a) We warrant that the products manufactured by us are free of manufacturing or material defects. This shall not apply to products which we have not manufactured ourselves, but which have merely been installed in or further used in our products at the instruction of the Purchaser. In this respect, we are only liable for the proper installation of the products, but not for the functionality of the installed parts. However, if the parts to be installed have not been sourced from the Purchaser, but from a third party in our own name, we are also liable for the freedom from defects of these products as long as a recourse against the third party is possible on our part.
- (b) Our warranty period is 2 years and begins on the date of delivery.

- (c) Warranty claims can only be raised if the goods were inspected immediately after arrival of the consignment in accordance with clause 3 lit. (e) of these GTC.
- (d) All consequences of a lawfully invoked warranty shall be governed by clauses 5 and 9 of these GTC.
- (e) Warranty claims are only available to our contractual partner and are not assignable.
- (f) The foregoing paragraphs govern the warranty conclusively and exclude any further warranty claims.

13. Place of Jurisdiction and Applicable Law

- (a) The exclusive place of jurisdiction is the registered office of our company.
- (b) The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. Exclusively the law of the Federal Republic of Germany shall apply.

14. Partial Invalidity

Should individual provisions in these terms and conditions be wholly or partially legally invalid or become so, the validity of the remaining provisions shall not be affected thereby.