



General Terms and Conditions of Langer EMV-Technik GmbH
Delivery conditions

1. General provisions

- a. The legal relationship between Langer EMV-Technik GmbH (hereinafter called: supplier) and the purchaser in connection with the supplier's deliveries and/or services shall be governed exclusively by these general terms and conditions. The purchaser's general terms and conditions shall apply only with the express written consent of the supplier. The mutually agreed written declarations shall be decisive for the scope of the deliveries.
- b. The supplier shall reserve its ownership and copyright exploitation rights pertaining to cost estimates, drawings and other documents (hereinafter called: documents) without restriction. The documents shall be made accessible to third parties only with the prior consent of the supplier and, if the order is not placed with the supplier, shall be returned to the supplier immediately upon request.
- c. Sentences 1 and 2 shall apply accordingly to the purchaser's documents.
- d. The purchaser shall have the exclusive usage rights over standard software and firmware with the agreed performance features in unchanged form on the agreed devices. The purchaser may create a backup copy of the standard software without express agreement.
- e. Partial deliveries shall be permissible insofar as they are reasonable for the purchaser.

2. Prices, payment terms and set-off

- a. Prices shall be ex-works including packaging plus the applicable statutory value added tax.
- b. If the supplier has made the ordered goods available for acceptance and if it is not otherwise agreed, the purchaser shall bear all necessary ancillary costs such as transport and ancillary costs (storage costs) in addition to the agreed remuneration.
- c. Payments shall be effected ex paying agent of the supplier.
- d. Unless otherwise agreed, all invoices of the supplier shall be due within 14 days without deductions.
- e. If the payment period is exceeded, the supplier shall be entitled to demand the first reminder against business hours with default interest at a rate of 9.0% above the base interest rate of the Deutsche Bundesbank of the unpaid net value of goods.

A second reminder shall follow if the supplier does not receive payment within 14 days.

- f. The purchaser may only offset such claims that are undisputed or have been legally established.

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3. Retention of title

- a. The objects of deliveries (reserved goods) shall remain the property of the supplier until all claims arising from the business relationship, to which the supplier is entitled against the purchaser, have been fulfilled.
- b. For the duration of the retention of title, the purchaser shall not pledge the reserved goods or use them as security, and resale shall be permitted only to resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customer or makes the transfer of property to the customer dependent upon the customer fulfilling its payment obligations. In the event of pledging, confiscations or other dispositions or interventions by third parties, the purchaser shall notify Langer EMV-Technik GmbH without delay.
- c. If the purchaser resells reserved goods, it shall relinquish forthwith to the supplier, as an act of security, its future claims from the resale to its customers together with all ancillary rights - including any balance claims - without the need to issue further special declarations. If the reserved goods are resold together with other objects without an individual price having been agreed for the reserved goods, the purchaser shall assign to the supplier that portion of the total price which equals the price of the reserved goods invoiced by the supplier.
 - i. The supplier and the purchaser shall agree forthwith that, if the reserved goods are combined or mixed with other objects not belonging to the supplier, the supplier shall be entitled to co-ownership of the new object at the proportionate amount that results from the ratio of the value of the combined or mixed reserved goods to the value of the other goods on the date of combination or mixing. The new object shall be considered as reserved goods to the same extent.
 - ii. The provision on the assignment of claims according to No. 3 shall also apply to the new object. However, the assignment shall only apply up to the amount that equals the amount invoiced by the supplier for the processed, combined or mixed reserved goods.
- d. Until revoked, the purchaser shall be authorised to collect assigned claims arising from the resale. In the event of good cause, in particular in the event of default in payment, cessation of payment, opening of insolvency proceedings, bill protest or justified indications of over-indebtedness or imminent insolvency of the purchaser, the supplier shall be entitled to revoke the purchaser's authority to collect claims. In addition, the supplier may, after prior warning and observance of a reasonable period of time, disclose the assignment by way of security, realise the assigned claims and demand disclosure of the assignment by way of security by the purchaser to the customer.



- e. In the event of pledging, confiscations or other dispositions or interventions by third parties, the purchaser shall notify the supplier without delay. If a justified interest is substantiated, the purchaser shall immediately provide the supplier with the information required to assert its rights against the customer and hand over the necessary documents.
- f. In case of breaches of duty by the purchaser, in particular in case of default in payment, the supplier shall be entitled to withdraw from the contract and to take back the reserved goods following the unsuccessful expiry of a reasonable deadline set for the purchaser to perform; the statutory provisions concerning the dispensability of setting a deadline shall remain unaffected. The customer shall be obliged to surrender the goods. The taking back or assertion of the retention of title or the pledging of the reserved goods by the supplier shall not constitute a withdrawal from the contract unless the supplier has expressly declared this.

4. **Delivery deadlines, delay**

- a. The observance of delivery deadlines presupposes the timely receipt of all documents to be provided by the purchaser, necessary permits and approvals, in particular of plans, as well as the observance of the agreed payment terms and other obligations by the purchaser. If these prerequisites are not fulfilled in time, the deadlines shall be extended accordingly; this shall not apply if the supplier is responsible for the delay.
- b. If the non-observance of the deadlines is due to
 - i. force majeure, e.g., natural disasters, mobilisation, war, acts of terrorism, riots, government violence, or similar events (e.g., strikes, lockouts, pandemics and their logistical consequences, etc.),
 - ii. viruses and other attacks by third parties on the supplier's IT system, insofar as these were carried out despite compliance with the usual due diligence with regard to protective measures,
 - iii. obstacles due to German, American and other applicable national, EU or international regulations of foreign trade law or due to other circumstances for which the supplier is not responsible, or
 - iv. late or improper delivery to the supplier, the deadlines shall be extended appropriately.
- c. Both compensation claims on the part of the purchaser for delivery default and compensation claims in lieu of performance, which exceed the limits stipulated in No. 3 above, shall be excluded in all instances of delivery default, including after the expiry of any delivery deadline which may have been set for the supplier. This shall not apply in cases of mandatory liability for wilful intent, gross negligence or injuries to life, limb or health. The purchaser may only withdraw from the contract within the scope of the statutory provisions if the supplier is responsible for the delay in delivery. The above provisions do not constitute a change in the burden of proof to the disadvantage of the purchaser.



- d. At the supplier's request, the purchaser shall be required to state within a reasonable period of time whether it is withdrawing from the contract due to the default delivery or whether it insists on delivery.
- e. If dispatch or delivery is delayed at the purchaser's request by more than 30 days after notice of readiness for dispatch was given, the purchaser may be charged, for every month commenced, storage costs of 0.5% of the price of the objects of deliveries but in no case more than a total of 5%. The contracting parties shall be at liberty to prove higher or lower storage costs.

5. Transfer of risk

- a. The risk shall pass to the purchaser as follows, even in the case of freight-free delivery:
 - i. For delivery without installation or assembly, if it has been brought for dispatch or collected. At the request and expense of the purchaser, the supplier shall insure the delivery against the usual transport risks;
 - ii. For delivery with installation or assembly on the day of acceptance in own facility or, if agreed, after successful trial operation.
- b. The risk shall pass to the purchaser if the purchaser is responsible for the delay in dispatch, delivery, start, performance of installation or assembly, taking over in own facility or trial operation or if the purchaser is in default of acceptance for other reasons.
- c. The transfer of risk shall be regulated in writing in accordance with INCOTERMS.

6. Acceptance

The purchaser may only refuse to accept deliveries on the grounds of significant defects.

7. Material defects

- a. All parts or services showing a material defect shall, at the supplier's discretion, be repaired, replaced or provided again free of charge, provided that the cause of the defect already existed at the time of the transfer of risk and was notified in writing and without delay.
- b. Notification of defects by the purchaser shall be made in writing without delay.
- c. In the event of claims for defects, payments by the purchaser may be retained to an extent that is in reasonable proportion to the material defects that have occurred. The purchaser shall have no right of retention if its claims for defects are time-barred (2 years after transfer of risk). If the notification of defects is unjustified, the supplier shall be entitled to demand reimbursement from the purchaser of the expenses incurred by it.
- d. The supplier shall be given the opportunity to rectify the defect within a reasonable period of time.



- e. If the rectification fails, the purchaser may - irrespective of any compensation claims - withdraw from the contract or reduce the remuneration.
- f. Claims for defects shall not apply in the case of only minor deviation from the agreed quality, only minor impairment of usability, in the case of natural wear and tear or damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating equipment that is not a precondition in accordance with the contract, and in the case of non-reproducible software errors. If the purchaser or third parties carry out modifications, installation/removal or repair work or improper use, there shall also be no claims for defects for these or the resulting consequences.
- g. Claims of the purchaser for expenses incurred for the purpose of rectification shall be excluded to the extent that expenses are increased because the object of delivery has subsequently been brought to another location than the purchaser's branch office, unless doing so complies with its intended use.
- h. Compensation claims of the purchaser due to material defect shall be excluded. This shall not apply in the event of fraudulent concealment of the defect, non-compliance with the quality guarantee, or intentional or grossly negligent breach of duty by the supplier. The above provisions do not constitute a change in the burden of proof to the disadvantage of the purchaser. Further claims or claims of the purchaser other than those regulated in this article due to a material defect shall be excluded.

8. Industrial property rights and copyrights; defects of title

- a. Unless otherwise agreed, the supplier shall be obliged to deliver only in the country of the place of delivery without infringement of third-party industrial property rights and copyrights (hereinafter called: industrial property rights).

The aforementioned obligations of the supplier shall exist only insofar as the purchaser immediately notifies the supplier in writing of the claims asserted by the third party, does not recognise an infringement and the supplier's right to all preventive measures and negotiations for settlement remains reserved. If the purchaser ceases to use the delivery in order to mitigate damages or for other good cause, it shall be obliged to point out to the third party that such cessation of use does not constitute the recognition of an infringement of the industrial property right.

- b. Claims of the purchaser shall be excluded insofar as it is responsible for the infringement of industrial property rights.
- c. Claims of the purchaser shall also be excluded if the infringement of industrial property rights was caused by specifications made by the purchaser, by an application that could not be foreseen by the supplier or by the fact that the delivery was modified by the purchaser or used together with products not provided by the supplier.



9. Condition for performance

- a. The performance of the contract shall be subject to the proviso that there are no obstacles due to German, American and other applicable national, EU or international regulations of foreign trade law as well as no embargos or other sanctions.
- b. The purchaser shall be obliged to provide all information and documents required for the export, transfer or import.

10. Impossibility; contract adjustment

- a. If delivery is impossible, the purchaser shall be entitled to demand compensation, unless the supplier is not responsible for such impossibility. However, the purchaser's compensation claim shall be limited to 10% of the value of that part of the delivery which cannot be used for its intended purpose due to the impossibility. This limitation shall not apply in cases of mandatory liability for wilful intent, gross negligence or injury to life, limb or health; this shall not constitute a change in the burden of proof to the disadvantage of the purchaser. The purchaser's right to withdraw from the contract shall remain unaffected.
- b. Where this is not economically justifiable, the supplier shall be entitled to withdraw from the contract. The same shall apply if required export licences are not granted or cannot be used. If the supplier intends to exercise this right of withdrawal, it shall notify the purchaser thereof immediately after realising the implications of the event, even if an extension of the delivery period had initially been agreed with the purchaser.

11. Other compensation claims

Unless otherwise stipulated in these delivery conditions, compensation claims of the purchaser, irrespective of the legal grounds, shall be excluded, in particular for breach of contractual obligations and wrongful acts under tort law.

12. Jurisdiction and applicable law

- a. The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the supplier's registered office. However, the supplier shall also be entitled to bring an action at the purchaser's registered office.
- b. This contract, including its interpretation, shall be governed by German law.

13. Binding nature of the contract

- a. Even if individual provisions of this contract are legally invalid, the remaining parts of the contract shall remain binding. This shall not apply if adherence to the contract would constitute undue hardship for either party.

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