

## General Terms & Conditions (GTB) of DOCPA

### 1. Scope of application

These terms and conditions apply to the present business relationship (e.g. purchase, maintenance and/or service contract) between the company Dr. Paplewski (hereinafter referred to as DOCPA) and the customer as well as to all statements made in connection with this in brochures, price lists, etc., irrespective of whether these have been made verbally or in writing. They also apply to all future transactions without the need for a renewed reference to their inclusion. Unless expressly agreed in writing, deviating terms and conditions shall not apply.

### 2. Conclusion of contract and service content

Offers from DOCPA shall be made exclusively in writing. Insofar as there is no indication as to the validity of the offer, offers are valid for a period of one month. The placing of a written order by the Customer is deemed to be a binding acceptance of the offer. Orders placed orally shall not have any legal force. Subsidiary agreements and amendments must always be made in writing. The cost estimates, drawings, plans and other documents produced by DOCPA are our intellectual property and are therefore protected by copyright. They may not be passed on to third parties without our written consent. Illustrations, drawings, weight and dimension specifications, performance and consumption data and technical data and descriptions issued by us in product information or advertising materials are always non-binding. In particular, they shall not be deemed to be an agreed quality, nor a guarantee of quality or durability of the goods to be supplied or services to be rendered by us. Sales based on samples or specimens merely guarantee that the sample has been professionally tested. However, they do not constitute an assumption of a guarantee (§ 276 (1) BGB) nor a guarantee of the quality or durability of the products to be supplied by us within the meaning of § 443 BGB. DOCPA is entitled to change the offered or agreed materials of its goods without the Customer's consent, provided that the material changes do not lead to a significant change in the properties and functionalities of the ordered goods and this is reasonable for the Customer. The customer shall be responsible for obtaining any necessary official permits. If the Customer requires technical documents for the granting of a permit, DOCPA will make these available to the Customer. However, the Customer must ensure that the intellectual property rights and copyrights of DOCPA are protected. Any costs arising in this context shall be borne by the Customer. If the installation and assembly of a product on site has been contractually agreed, the Customer must provide the necessary workplace conditions for the assembly, guarantee free access to the equipment, procure or keep available sufficient working space and the necessary additives and aids. If the delivered product is to be integrated into an existing working environment, the customer shall provide a competent contact person for all technical questions as well as all necessary information. In the event that the product to be installed is integrated into an existing hardware and software environment, the customer shall provide the hardware and software required for this purpose in a functioning condition. The Customer's workplace conditions must comply with the conditions required by DOCPA and the specifications described in the product's operating and/or maintenance instructions.

### 3. Prices

If a price is not expressly determined or if the goods are purchased at list prices, the prices valid on the day of delivery shall apply. Unless otherwise agreed, the prices stated in our offers or price list apply ex delivery warehouse including loading by DOCPA, but excluding packaging and other ancillary costs. All prices are net prices and are subject to the applicable statutory value added tax.

### 4. Delivery and performance time; delay in performance and partial deliveries

Delivery periods stated by DOCPA are only approximate, unless a firm deal has been agreed. Specially agreed delivery periods apply after receipt of the Customer's order by us. The delivery deadline is deemed to have been met if the Customer has been notified that the delivery item is ready for dispatch before it expires. Compliance with delivery and performance obligations requires the timely and proper fulfilment of the customer's obligations and duties. If a down payment has been agreed or if documents, approvals, releases or parts to be provided are to be procured by the customer for the performance of the service, the delivery period shall commence after the fulfilment of the aforementioned prerequisites. The same applies in the event that details of the execution still have to be clarified. We reserve the right to plead non-performance of the contract. DOCPA is only in default after the expiry of a reasonable period of grace to be set by the Customer. The grace period must be set in writing. In the event of force majeure or other circumstances for which we are not responsible, we shall be entitled to postpone the delivery and/or provision of services for the duration of the impediment on the basis of a reasonable start-up period. Other circumstances for which we are not responsible shall be deemed to be: Operational disruptions due to fire, water and similar circumstances, failure of production facilities and machinery, failure to meet delivery deadlines or delivery failures on the part of our suppliers as well as operational disruptions due to a shortage of raw materials, energy or labour, strike, lockout, difficulties in procuring means of transport, traffic disruptions, official interventions, war and embargo. If delivery or performance is delayed by more than four weeks as a result, both we and the customer shall be entitled to withdraw from the contract with regard to the quantity affected by the disruption, to the exclusion of any claims for damages. To the exclusion of any further claims and rights of the Customer, DOCPA is liable in the event of culpable delay in delivery only within the framework of a lump-sum compensation amounting to 0.5% of the purchase price for each full week of delay. The compensation is limited to a maximum of 5% of the agreed purchase price, provided that the Customer has suffered at least this amount of damage. In the event of a delay in acceptance for which the Customer is responsible, DOCPA is entitled to store the ordered goods at the Customer's expense and risk. The Customer shall be in default of acceptance if it does not accept the ordered goods within one week of being notified that they are ready for dispatch. DOCPA can charge at least 0.5% of the contract price of the stored delivery items per month as compensation for expenses. DOCPA is also entitled, after a reasonable period of grace has expired, to dispose of the Delivery Items in another way. DOCPA is free to supply the Customer again within a reasonable period of time. DOCPA is entitled to make partial deliveries and provide partial services within the agreed delivery and service times, provided that this is reasonable for the Customer.

### 5. Transfer of risk

Unless otherwise agreed in writing, deliveries shall be made ex warehouse. In this case, the risk of accidental loss and accidental deterioration of the contractually owed delivery items shall pass to the customer upon receipt of the notification of readiness. In all other cases, the risk of accidental loss and accidental deterioration of the delivery items passes to the Customer when they are handed over to the carrier, unless the delivery is made by DOCPA's own vehicles or means of transport. If dispatch is delayed due to circumstances for which the Customer is responsible, the risk is transferred to the Customer after notification of readiness for dispatch. At the Customer's request, DOCPA will insure shipments against theft, breakage, transport, fire and water damage and other insurable risks. The Customer

must bear the costs of this insurance. If the goods are dispatched by DOCPA at the customer's request, we will choose the type of dispatch and the dispatch route. In this case, the aforementioned regulations also apply.

#### **6. Retention of title and security**

Delivered products remain our property until full payment of the purchase price and/or all other current or future liabilities to which we are entitled from the business relationship with the customer. The customer shall immediately notify us in writing of any seizure or other interference by third parties. Any processing or transformation of the products delivered by us under retention of title shall always be carried out at no cost to us. If our products are processed or inseparably mixed with products of third parties, we shall acquire co-ownership of the new item, irrespective of whether our products have been combined or mixed with a main item. The customer is entitled to dispose of the new items created by processing, transformation, combination or mixing in the ordinary course of business as long as he fulfils his contractual obligations with us. On the other hand, he shall not be entitled to resell or otherwise dispose of the goods by agreeing a prohibition of assignment with his customer. The same applies to the pledging or transfer by way of security of a new item. The customer already now assigns his claims from the sale of a new item to us as security to the extent of our ownership share in the sold item up to the value of our products. We accept this assignment. In the event of conduct by the customer in breach of contract, in particular in the event of default in payment of more than 10% of the invoice amount over a not inconsiderable period of time, we shall be entitled, without prejudice to our further claims, to withdraw from the contract and to demand the return of the products delivered. After taking back the delivered products, DOCPA is entitled to realise them. The proceeds of the realisation shall be credited against the existing liabilities, less any realisation costs incurred. Until the transfer of ownership to the Customer, the Customer is obliged to treat the products delivered to him with care and to insure them at his own expense against loss, damage and destruction at replacement value. The customer already now assigns the claims against the insurance company to us by way of security. We accept this assignment.

#### **7. Claims for the removal of defects**

The customer shall only be entitled to claims for rectification of defects if the customer has duly complied with its obligations to inspect the goods and give notice of defects (§ 377 HGB). The customer shall notify us in writing of any recognisable defects without delay, at the latest, however, within one week of delivery. Concealed defects shall be notified in writing without delay, but at the latest within one week of becoming aware of them. DOCPA is not responsible for defects that can be traced back to necessary maintenance work that has not been carried out and/or the use of unsuitable materials or parts, especially those from third parties. The same applies to defects that occur because the product has not been operated in accordance with the specifications stated in the product's operating or maintenance instructions. Defective products must be made available for inspection on request. Warranty rights for defects shall be deemed excluded in the event of the purchase of used products. The same applies in the case of deviations, in particular in dimensions, thicknesses, weights, performance data or colour shades, which are within the tolerances customary in the industry, as well as in the case of insignificant reductions in the value or suitability of the products. In the case of defects for which DOCPA is responsible, we have the choice between rectification or supplementary performance. For the purpose of subsequent performance, the customer must ensure that the product can be examined under operating conditions. In addition, the customer shall provide all necessary information on maintenance and cleaning measures upon request. If, in the course of the supplementary performance, additional expenses are incurred because the Customer has taken the delivered product to a place other than the agreed place of delivery, DOCPA is entitled to reimbursement of these additional expenses.

#### **8. Liability**

DOCPA and/or its vicarious agents shall be liable without limitation for damage incurred by the Customer in connection with the performance of the Contract, insofar as the damage is due to intent or gross negligence. The same applies to injury to life, body or health. DOCPA and/or its vicarious agents are liable for the slightly negligent breach of essential obligations, the proper fulfilment of which makes the execution of the Contract possible in the first place, or the breach of which endangers the achievement of the purpose of the Contract and on the observance of which the Customer regularly relies. In this case, however, we shall only be liable for typical contractual damage. In this case, we are not liable in particular for the Customer's loss of profit and unforeseeable indirect consequential damage. DOCPA and/or its vicarious agents are not liable for the only slightly negligent breach of obligations other than those referred to in the previous paragraph. DOCPA and/or its vicarious agents are also not liable for damage caused to the Customer by changes made to the Product by the Customer or third parties. Liability for the breach of an essential contractual obligation, without gross negligence or intent, is limited to € 10,000.00 per case of damage. The aforementioned limitations of liability shall not apply insofar as mandatory provisions to the contrary exist on the basis of the Product Liability Act. If one of our products lacks a guaranteed characteristic, DOCPA is only liable for such damage whose absence was the subject of the guarantee.

#### **9. Jurisdiction agreement, contract language and agreed law**

In the event of legal disputes concerning the contractual relationship, the place of jurisdiction shall be Duisburg. The contractual language is German. German law shall apply without the reference norms of international private law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

#### **10. Amendments to the general terms and conditions**

The announcement of changes to the General Terms and Conditions shall be made available on the DOCPA.de website. The amendments are deemed to have been accepted unless they are objected to in writing within two weeks of their announcement.

#### **11. Salvatorian clause**

Should any provision of these General Terms and Conditions be invalid, the remaining provisions shall remain valid. The relevant statutory provisions shall apply in place of the invalid provision.