

## 1. General

- 1.1 The following Sales Terms apply to ZÖLLNER Signal GmbH and ZÖLLNER System GmbH, both covered by the term ZÖLLNER in the following.
- 1.2 Acceptance of any orders is exclusively subject to the present Sales Terms. Conditions of the customer that are conflicting with or deviating from our Sales Terms are only accepted if we expressly agree to their validity.

## 2. Offers

- 2.1 All offers are always subject to change.
- 2.2 A contract shall come into effect only with a written order confirmation by ZÖLLNER. Any oral supplements shall be invalid.
- 2.3 Documents such as illustrations, drawings, weight and dimension data coming with the offer shall be authoritative to a certain extent only unless they are declared as binding.

## 3. Scope of the obligation to deliver

- 3.1 The **written order confirmation by ZÖLLNER** shall be **binding** with regard to the scope of the delivery.
- 3.2 ZÖLLNER shall not be liable for any patent or license violation claims when parts or variants are designed and made according to drawings, sketches or other information sent to ZÖLLNER. The customer shall fully exempt ZÖLLNER from any claims by third parties resulting from such violation.

## 4. Prices and terms of payment

- 4.1 **All prices are in Euro and include delivery ex works without packaging and VAT.**
- 4.2 Packaging will be billed at cost price and cannot be returned for reasons of cost-effectiveness. The customer commits himself to dispose of the packaging material according to currently applicable legislation.
- 4.3 All prices are calculated on the basis of currently valid prices for primary products and material, salaries and wages. ZÖLLNER reserves the right to amend prices in case original costs should change until delivery or until services are rendered.
- 4.4 Settlement of bills must be effected in compliance with the respective ZÖLLNER order confirmation.
- 4.5 All claims fall due for payment upon delivery and receipt of the bill. A default shall occur without reminder if the bill or an equivalent payment schedule is not settled within 30 days after the payment date and receipt of the bill. ZÖLLNER is entitled to demand a default interest exceeding the prime lending rate by 8% p.a. (§247 BGB) of entrepreneurs (§14 BGB). The default interest for consumers shall be 5% p.a. above the prime lending rate. Assertion of consequential damage is not excluded.
- 4.6 When the customer ceases payment or insolvency proceedings are instituted against his assets, all claims ZÖLLNER has against him shall

fall due immediately without requiring a separate announcement.

- 4.7 The customer may only offset claims against ZÖLLNER as are undisputed or legally recognized. The customer does not have any right of retention arising from claims not originating from the very same contract.
- 4.8 When it becomes apparent after conclusion of the contract that ZÖLLNER's claims of payment are at hazard because the customer is incapable of meeting financial obligations, ZÖLLNER shall be entitled to demand an advance payment or a deposit within an appropriate period of time. Upon expiry of the deadline granted to the customer, ZÖLLNER shall be entitled to cancel the contract and to claim indemnification.

## 5. Retention of title

- 5.1 ZÖLLNER reserves the property rights for the delivery items until full payment of all claims under the delivery contract. This also applies to all drawings, printed matter, catalogues and other documents required for the offers. They must not be archived on electronic media and neither made available to third persons nor presented to them without permission and must be returned immediately upon request if a delivery contract is not concluded.
- 5.2 The customer is obliged to insure the supplied goods (in case of high-value goods) at his own expense against fire, water, explosion, theft and other damage until they are fully paid. ZÖLLNER must be immediately informed of all damage.
- 5.3 The customer shall abandon his claims against insurers to ZÖLLNER for the period of our title of retention. Payments insurers make to the customer in settling an occurrence of event insured shall be immediately transferred to ZÖLLNER.
- 5.4 The customer is not entitled to pledge or transfer by way of security the goods of which we retain the title.
- 5.5 ZÖLLNER must be immediately informed of any impending seizure or other exposure to loss of ZÖLLNER's rights. Intervention costs shall always be borne by the customer.
- 5.6 **Third parties cannot acquire any rights to the goods before they are fully paid. If third parties access the reserved property, the client will immediately point out the property of ZÖLLNER and inform ZÖLLNER of the attempt to access it. Any costs and damages arising from access or planned access must be borne by the buyer.**
- 5.7 ZÖLLNER shall be entitled to cancel the contract according to §323 BGB, after the expiration of a reasonable period, and to take back the goods in case of customer's non-contractual behaviour, in particular in case of default, according to §449 paragraph 2 BGB.

## 6. Delivery time

- 6.1 The delivery time shall start after all technical and economic questions have been settled and the customer has provided all necessary documents and requires the timely and proper fulfilment of the obligations of the client.
- 6.2 ZÖLLNER's delivery commitment shall be suspended for the duration and the scope of circumstances discernible after conclusion of the contract only, this applies in particular to force majeure, natural catastrophes, labour disputes, official action, supply issues, transportation issues, unpredictable business disruption, unforeseeable defaulting supply by any upstream supplier or if ZÖLLNER is unable to deliver due to similar reasons. If this is not reasonable for the customer, he is entitled to cancel the contract after expiry of an appropriate delay set by the customer. Delays for which the customer is responsible shall result in appropriate delays of the agreed delivery times and delivery dates.
- 6.3 Partial deliveries are permitted.
- 6.4 If the client is in default of acceptance, the risk of accidental loss or deterioration of the delivery items is transferred to the customer and ZÖLLNER is entitled to receive compensation for the resulting damage.

## 7. Duty of notification, warranty

- 7.1 Warranty rights of the customer presuppose that he has duly fulfilled his duties of inspection and objection according to §377 HGB. ZÖLLNER must be immediately notified of faults in writing.
- 7.2 The warranty covering defects of quality is either restricted to rectification or to the replacement by faultless goods. The customer is entitled to reasonably reduce the purchase price or to cancel the contract if rectification/replacement supply fails or proves to be unacceptable for the customer or if ZÖLLNER seriously and irrevocably refuse to render services.
- 7.3 Corrective maintenance or repairs are subject to payment after expiry of the warranty period.
- 7.4 All supplied goods must be installed or set up by specialist staff according to the enclosed installation instructions. Warranty shall not cover damages caused by inexpert setup or installation, in particular caused by non-observance of the installation instructions or any other instructions provided for this purpose.
- 7.5 All claims, also extrajudicial claims derived from the faultiness of goods, including any claims for damages, shall be time-barred one year after delivery of the goods.
- 7.6 A warranty of 12 months starting with the day of delivery is granted for parts supplied as replacement. The faulty parts ZÖLLNER has replaced by new parts shall become property of ZÖLLNER again.

- 7.7 The warranty ZÖLLNER grants only covers the repair/replacement of faulty components. Additional claims cannot be invoked.

## 8. Liability

- 8.1 ZÖLLNER shall be liable in case of wilful intent or gross negligence of the contractor or one of his representatives or vicarious agents to the extent stipulated by law. Apart from that, ZÖLLNER shall only be liable for loss of life, bodily harm, and injury or illness within the scope of the Product Liability Act or for culpably infringing major contractual duties. The indemnity claim arising from culpable infringement of major contractual duties or gross negligence shall be restricted to losses foreseeable and typical for this type of contract unless one of the exceptions mentioned here applies in addition.
- 8.2 Any indemnity claims arising from the infringement of contractual duties shall be time-barred one year after delivery of the goods. This also applies to any non-contractual indemnity claims. The statutory time bar shall apply in case of liability due to wilful infliction of damage, regardless of the cause in law.
- 8.3 The above terms do not apply to a liability for damages due to a warranty granted by ZÖLLNER and a liability according to the Product Liability Act as well as other compulsory statutory liability standards.

## 9. Transfer of perils and shipping

- 9.1 By loading the goods at the headquarters of ZÖLLNER to the respective other means of transport, the perils of accidental loss or deterioration of the delivery items are transferred to the customer.
- 9.2 The date of the transfer of perils shall be the day of readiness for dispatch when shipping is delayed without ZÖLLNER's fault.
- 9.3 When material declared ready for dispatch is not collected immediately, ZÖLLNER shall be entitled to store it at the customer's costs and risk and to bill as delivered "ex works" at his own discretion.
- 9.4 The choice of dispatch routes, transport and protection means (packaging) is subject to ZÖLLNER's own discretion unless according instructions are available.

## 10. Intellectual property and property rights

ZÖLLNER reserves ownership, copyrights and other proprietary rights to all documents produced or modified by ZÖLLNER for the order. They may not be made accessible to third parties, nor used for their own purposes. Upon request, they must be destroyed or returned immediately. The client is obligated to extensive secrecy, even if no order is given.

## 11. Final provisions

In all cases, the contractual relationship is subject to German law to the exclusion of all conflict of law provisions and the UN Sales Convention

(CISG).

The exclusive place of jurisdiction shall be Kiel.

Should one or more provisions of this contract be or become ineffective, this shall not affect the validity of the other provisions of this contract.