

1. Scope

- (1) The following terms and conditions of sale shall apply to all offers, contracts, deliveries and services in connection with products of Moticon ReGo AG, Machtlfinger Str. 21, 81379 Munich, Germany, hereinafter referred to as "Moticon".
- (2) These Terms and Conditions of Sale shall also apply to future transactions in which they are not expressly referred to again, if they have already been received by the customer in the context of an earlier order confirmation.
- (3) Other, in particular conflicting, terms and conditions of Moticon's contractual partners, hereinafter referred to as "Customers", are expressly objected to, even if Moticon does not expressly express this objection to the Customer again. Deviating contractual conditions shall only be effectively agreed if Moticon has expressly agreed to their inclusion in writing. Insofar as Moticon has agreed to the validity of such deviating contractual terms and conditions in whole or in part in writing or otherwise in a legally binding manner, this shall only apply to the then underlying individual case and shall not have any binding effect on subsequent legal transactions.
- (4) Moticon sells its products exclusively to business customers and not to end consumer customers. Moticon's offers and these contractual terms and conditions are therefore directed exclusively at business customers.

2. Offer, information, conclusion of contract

- (1) Your contractual partner for all orders is Moticon.
- (2) The presentation of Moticon products on the homepage, in brochures or other media authorized by Moticon is subject to change and does not constitute a legally binding offer, but is merely a non-binding invitation to the customer to obtain an offer for these products by placing an order (invitatio ad offerendum).
- (3) A contract shall only be concluded and amendments, collateral agreements and other agreements shall only become effective when Moticon confirms an order in text form ("Order Confirmation").
- (4) Moticon reserves the right to check the creditworthiness of a customer before confirming an order; if invoices for deliveries already made by the customer are still outstanding, Moticon reserves the right to confirm further orders only after payment of the outstanding invoices. In addition, Moticon shall be entitled to reject or not confirm orders without having to state a reason for doing so.

3. Pricing

- (1) The price list of Moticon in its current form at the time of the conclusion of the contract for an order shall apply in each case. The price list can be requested from Moticon at any time. Moticon reserves the right to offer certain products at prices deviating from the price list. In such a case, the prices of the respective individual offer shall apply exclusively.
- (2) Moticon reserves the right to update the price list regularly and to change the prices contained therein at any time with effect for the future.

4. Lead Time

- (1) Any agreed delivery periods shall commence after receipt of all documents required for the execution of the order and of any down payment, insofar as this has been agreed as advance performance by the customer.
- (2) The delivery period shall be deemed to have been met by notification of readiness for delivery if dispatch cannot be effected and Moticon is not at fault.

- (3) If an event of force majeure prevents delivery to the customer, the delivery time shall be extended by the duration of the hindrance caused by the relevant event plus a reasonable start-up time. Moticon shall notify the customer immediately if a force majeure event occurs. Should this result in delays of more than three months, both Moticon and the customer shall be entitled to withdraw from the entire contract or from the part of the contract not yet fulfilled. In such a case, the other party shall not be liable for damages. In the event that the performance of the contract is prevented by force majeure, each party shall be entitled to obtain binding information from the other party regarding the time at which the contractual obligations are expected to be fulfilled. Such information shall be provided within two weeks of the request.
- (4) The specification of any delivery dates, binding or non-binding, shall be subject to the proviso that Moticon itself is supplied by its suppliers in a timely and proper manner (self-delivery proviso), unless Moticon itself is responsible for any delays in delivery.
- (5) If Moticon is unable to deliver the ordered goods on the specified binding delivery date for factual reasons for which Moticon is not responsible (in particular, if Moticon has duly ordered the goods or supplier products on its part, but has not received delivery or has not received delivery on time, so-called congruent covering transaction), Moticon shall inform the customer of this without delay and at the same time notify the customer of the expected new delivery date. The due date of Moticon's performance shall be extended accordingly.
- (6) If Moticon specifies a non-binding expected delivery date with the order confirmation, Moticon shall use its best efforts to deliver the ordered goods to the customer on this delivery date. Moticon shall inform the customer without delay if the goods cannot be delivered on the expected delivery date and shall inform the customer of a new binding or non-binding expected delivery date.
- (7) If the service is also not available within the new delivery period, without Moticon being responsible for this, Moticon shall be entitled to withdraw from the contract in whole or in part; Moticon shall immediately refund any consideration already paid by the customer. The customer's statutory rights of withdrawal shall not be affected by this.

5. Exchange Service

- (1) Moticon offers an exchange service for its products without being legally obligated to do so. Further information and conditions can be found on the following websites:
<https://www.moticon.com/rego/services>
<https://www.moticon.com/opengo/services>
- (2) The return of delivered products by Moticon as a gesture of goodwill shall always be subject to the condition that they are in perfect condition, in their original packaging and, unless otherwise agreed, that they are returned carriage paid and on time. If no free return is promised, Moticon shall be entitled to make the return dependent on the payment of reasonable costs for the return..

6. Delivery and Passing of Risk

- (1) Unless otherwise agreed, Moticon shall select a suitable mode of shipment and shipment shall be at the expense and risk of the customer (Incoterm EXW).
- (2) Transport insurance shall only be taken out at the express request of the customer. The customer shall bear the costs of transport insurance.
- (3) If force majeure prevents shipment, Moticon may store the ordered goods itself or on the premises of the shipping company during the period of prevention.

- (4) The risk of accidental loss or damage shall pass to the customer at the latest upon dispatch of the goods. If delivery is delayed due to circumstances within the customer's control, the price risk shall pass to the customer upon notification that the goods are ready for shipment.
- (5) Without prejudice to its other rights, Moticon shall be entitled, in the event of fault on the part of the customer and commencing one month after notification of readiness for dispatch, to charge the customer for storage costs and to withdraw from the contract with the customer and to claim damages, provided that the customer has been granted a reasonable period of grace in writing with notice to withdraw from the contract and to claim damages, and such period has expired without result.
- (6) Moticon shall be entitled to partial deliveries and services within the agreed delivery periods if these are reasonable for the customer and are announced at least three working days in advance. This shall apply in particular in the event that Moticon is only able to provide partial deliveries and services due to delivery difficulties on the part of its suppliers and subcontractors.
- (7) Returns shall require Moticon's prior consent in text form. Otherwise, Moticon shall not be obliged to accept a return shipment. Any processing fees incurred shall be charged individually according to expenditure.

7. Retention of Title

- (1) Moticon shall retain title to all goods delivered by it to a customer until final and complete payment of the delivered goods ("Reserved Goods"). In the case of a current account, the reserved property shall also be deemed to be security for the claim on the balance.
- (2) Prior to the transfer of ownership, the Customer may only dispose of the Reserved Goods at its own discretion with the prior express written consent of Moticon. In particular, the goods may neither be pledged to third parties nor assigned as security.
- (3) In the event of access by third parties to goods subject to retention of title, in particular in the event of seizure, the customer shall immediately notify Moticon in writing and inform the third party of Moticon's retention of title.
- (4) In the event of any breach of contract by the customer, Moticon shall be entitled to demand the return of the goods subject to retention of title. Moticon shall be entitled to collect the goods subject to retention of title and to enter the place of storage or use of the goods subject to retention of title for this purpose if the customer fails to comply with the demand for surrender or if this is necessary to prevent the final destruction or loss of the goods subject to retention of title. In this respect, the customer shall waive the rights to which it would be entitled as a result of unlawful interference.
- (5) Moticon shall release securities upon corresponding request insofar as their value exceeds the secured claims by more than 10 percent, whereby Moticon shall be entitled to choose the security to be released.

8. Warranty

- (1) All delivered goods shall be inspected carefully immediately after delivery to the customer or to the third party designated by the customer. Section 377 of the German Commercial Code (HGB) shall apply.
- (2) Delivered goods shall be deemed to have been approved by the customer with regard to obvious defects or other defects which would have been identifiable in the course of an immediate, careful inspection, if Moticon does not receive a written notification of defects within seven working days of delivery.

- (3) In the case of other defects, the goods shall be deemed to have been approved by the customer if Moticon does not receive a written notice of defect within seven working days of the time at which the defect became apparent.
- (4) At Moticon's request, a delivery item which is the subject of a complaint shall be returned to Moticon carriage paid. If the complaint is justified, Moticon shall reimburse the costs of the selected shipping route, insofar as these were necessary and reasonable; this shall not apply insofar as the costs are increased because the delivery item has in the meantime been taken by the customer to a place other than the place of intended use.
- (5) In the event of material defects, Moticon shall be obligated to provide subsequent performance and shall be entitled to choose between rectification of defects and replacement delivery at its own discretion.
- (6) The warranty shall not apply if the customer modifies the delivery item or has it modified by a third party without Moticon's consent and the rectification of the defect is thereby rendered impossible or unreasonably difficult. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.
- (7) The warranty period for hidden defects shall generally be one year from delivery or, if acceptance is required, from the time of acceptance. This period shall not apply to claims for damages by the Customer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by Moticon or its vicarious agents. The same shall apply to rights arising from the Product Liability Act and from a guarantee. Instead, the limitation period shall apply in this respect in accordance with the statutory provisions as well as from the relevant warranty provisions.

9. Limitation of Liability

- (1) Moticon shall be liable for damages in the case of intent and gross negligence without limitation.
- (2) In the event of slight negligence, Moticon's liability shall be limited to the breach of essential contractual obligations. Essential contractual obligations, also referred to as cardinal obligations, shall be understood to be those obligations which make the proper execution of the contract possible in the first place and on the fulfillment of which the contractual partner may rely.
- (3) In the event of a breach of essential contractual obligations, Moticon's obligation to pay compensation shall be limited in each case to the foreseeable damage typical of the contract.
- (4) Any further liability on the part of Moticon shall be excluded.
- (5) The above exclusions or limitations of liability shall also apply with regard to the liability of Moticon's employees, representatives and vicarious agents and, in particular, also in favor of the shareholders, employees, representatives, executive bodies and their members with regard to their personal liability.
- (6) The above limitations of liability shall not apply to liability in the event of injury to life, limb or health, in the event of fraudulent concealment of a defect or in the event of the assumption of a guarantee by Moticon or in the event of liability on the part of Moticon in accordance with the Product Liability Act.
- (7) It shall be incumbent upon the customer to notify Moticon immediately in text form of any damage or loss for which Moticon is liable or to have Moticon record such damage or loss.

10. Payment Terms

- (1) All payments shall be made to one of Moticon's business accounts specified in the payment request. Alternatively,

Moticon may offer payment via credit card and digital payment services, for which the fees depending on the respective payment platform shall apply in addition to the invoice amount. The additional fees shall be borne by the customer.

- (2) Unless otherwise agreed, the purchase price for deliveries or other services shall be due for payment without deduction no later than one working day prior to the date of dispatch or date of performance stated in the order confirmation. Invoicing by Moticon shall generally take place with the order confirmation, but no later than three working days before the delivery date.
- (3) Moticon may withdraw from a purchase contract or withhold delivery if the purchase price for goods payable before the date of shipment has not been paid by the customer in due time. In the event of repeated late payment, Moticon reserves the right to refuse orders.
- (4) Moticon reserves the right to reject checks or bills of exchange. Checks and discountable bills of exchange shall only be accepted on account of performance; all associated costs shall be borne by the customer.
- (5) The customer shall only be entitled to offset or assert a right of retention if its claims are undisputed or have been legally established or if they are contractual counterclaims of the customer arising from the legal transaction on which Moticon's payment claims are based.
- (6) Failure to comply with payment terms or circumstances that give rise to serious doubts about the creditworthiness of the customer shall result in the immediate maturity of all claims of Moticon.

11. Closing Provisions

- (1) The place of performance shall be Moticon's place of business as stated in the purchase offer.
- (2) The law of the Federal Republic of Germany shall apply, to the exclusion of the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).
- (3) The exclusive place of jurisdiction for all disputes arising from and in connection with the delivery relationship shall be Munich, insofar as the customer is a registered trader, a legal entity under public law or a special fund under public law, as well as in the event that the customer has no place of jurisdiction in Germany. Moticon shall, however, also be entitled to take legal action at the customer's place of business. The statutory place of jurisdiction for dunning proceedings as well as other statutory places of jurisdiction which cannot be deviated from by agreement between the parties shall remain unaffected.
- (4) Insofar as Moticon's services or products are subject to German or other national or international export control regulations, the Customer hereby warrants that these regulations shall be complied with in full in the event of export or re-export of the services or products purchased from Moticon.
- (5) Moticon shall be entitled to refuse performance of a contract if the aforementioned regulations would be violated.
- (6) Should individual provisions of these Terms and Conditions of Sale not be legally effective, or should they later lose their legal effectiveness, the remaining provisions shall remain unaffected thereby.
- (7) In the event of such invalidity, the invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision.
- (8) Amendments and supplements to these Terms and Conditions of Sale must be made in writing.

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