

§ 1 Applicability, Hierarchy

1. These GTC apply to all types of contract between MESSRING GmbH ("MESSRING") and the Supplier or Contractor ("Supplier") from whom MESSRING purchases or obtains goods and services. MESSRING does not acknowledge any general terms and conditions of the Supplier or a third party that contradict, conflict with, or supplement these GTC. The acceptance of services and payments by MESSRING do not signify acknowledgement of the Contractor's general terms and conditions. The acceptance of services and payments by MESSRING do not signify acknowledgement of the Supplier's general terms and conditions.
2. Where other contractual provisions in the order or signed delivery contracts conflict with these GTC those other contractual provisions have priority. Otherwise the various provisions apply in parallel.

§ 2 Conclusion of the contract

1. The agreement is concluded by means of a purchase order placed by MESSRING and a confirmation in this respect by the Supplier. Text form (e.g. letter, fax, email) is deemed sufficient. Amendments and additions to the purchase order by the Supplier are not valid unless expressly consented to in writing by MESSRING.
2. If the Supplier does not accept the purchase order within one week of receipt MESSRING will no longer be bound by the purchase order. Call-offs, however, are deemed binding unless the Supplier takes issue with them within one week of receipt.
3. MESSRING may, within reasonable limits, perform modifications and adjustments to deliveries, in particular regarding construction and design. The effects of modification (e.g. increase or decrease in costs) must be settled subsequently in an amicable manner.

§ 3 Prices, conditions of payment and offsetting

1. The prices specified in MESSRING's purchase orders are fixed prices and include packaging, transport costs and the relevant applicable sales tax plus any customs duties. The prices are payable to the paying agent of the Supplier free of charges.
2. Payment will be effected on receipt of the agreed complete delivery and an invoice in compliance with the legal provisions in which sales tax must be specified separately, if applicable. In the absence of a separate agreement, the price must be paid within 14 days with a 2% cash discount or within 30 days without any deduction. In the event of delivery before the stipulated binding date of delivery payment will fall due according to the stipulated date of delivery. Effecting payment does not mean that the delivery or service is recognized as in conformity with the contract.
3. In the event of a defective delivery MESSRING may withhold payment until proper performance is effected.
4. The Supplier's claims against MESSRING may not be assigned to third parties. The provision contained in § 354a HGB [German Commercial Code] is not prejudiced hereby. If such an assignment takes place in violation of the agreement the payment is deemed effected to the Supplier.

§ 4 Delivery periods, default, passing of risk

1. Stipulated delivery dates are binding and are deemed fixed dates. Unless otherwise agreed, the date of receipt of the stipulated complete delivery at MESSRING or the place of receipt specified in the purchase order is the relevant date. The Supplier must send MESSRING a dispatch note on the day of departure of the delivery. Partial deliveries and deliveries before the stipulated date of delivery require the prior consent of MESSRING.
2. The Supplier must inform MESSRING in due time and immediately in the event of a foreseeable delay in delivery. The grounds and the estimated duration of the delay must be demonstrably specified in this respect and the further procedure must be coordinated with MESSRING. MESSRING may inform themselves about the relevant current state of the purchase order on the spot. The Supplier must grant MESSRING the necessary access to the Supplier's premises and insight into the required documents.
3. If the Supplier is in default with its delivery MESSRING may claim compensation for each full working day of delay in the amount of 0.2% in each case subject to a maximum of 5% of the gross invoice amount for the delivery. MESSRING's further rights and other claims in damages remain unaffected but the contractual penalty will be offset against claims in damages.
4. If a delivery is delayed by three weeks due to force majeure MESSRING may withdraw from the agreement after the fruitless expiry of a grace period of another two weeks. In the event of repeated delay in delivery MESSRING is entitled to effect extraordinary termination of all other purchase orders not yet performed at that time on giving prior warning. Force majeure, even in the case of pandemics, and hence non-culpable conduct will be present insofar as the Supplier is in reality without fault in being temporarily or permanently prevented from rendering performance. The Supplier will only be without fault in rendering performance if the Supplier has either then or previously taken all reasonable and appropriate measures to ensure its performance capability.
5. The performance and price risks only pass to MESSRING when delivery is received by MESSRING or made to the agreed place of receipt and provided that handover is free of defects, even if MESSRING has assumed the freight costs based on a separate agreement.

§ 5 Copyrights, retention of title

1. If MESSRING provides materials or other objects to the Supplier, in particular drawings, descriptions, samples or any data, they will remain the property of MESSRING. MESSRING further reserves any industrial property rights and copyright in this respect. The Supplier is not permitted to engage in any attachment, assignment by way of security or any other transfer to a third party while retention of title continues.
2. Inventions, developments and other intellectual property made by the Supplier in the course of performance of the purchase order or in the creation of which the Supplier participates will become the property of MESSRING in any event. Furthermore, all copyright, proprietary rights and other rights to the results of the purchase order which the Supplier develops on behalf of or in collaboration with MESSRING are transferred in full to MESSRING by the Supplier upon the origination thereof.
3. MESSRING only acknowledges agreed simple retention of title by the Supplier. All other types of retention of title require a separate written agreement. MESSRING may process goods subject to retention of title or mix or combine them with other objects.

§ 6 Examination of defects and warranty

1. Where MESSRING is under a statutory or contractual duty to carry out inspections and raise complaints MESSRING is only required to carry out an incoming goods check for externally visible defects, damage in transit, completeness and identification of goods ("obvious defects"). Complaints of obvious defects must be made by MESSRING in text form (e.g. by letter, fax or email) immediately or within a period of 2 weeks from the transfer of risk. Complaints of defects that are not obvious must be made by MESSRING in text form (e.g. by letter, fax or email) immediately or within a period of 2 weeks from discovery of the defects if established in the ordinary course of business in the circumstances. The risk and costs in connection with the return of a defective delivery are to be borne by the Supplier.
2. The Supplier warrants that deliveries and services will be free of material defects (§ 434 BGB [German Civil Code]) and defects in title according to current legislation and will comply with the

requirements of MESSRING and recognized engineering practice, safety standards and other statutory provisions.

3. To comply with its own delivery obligations, in particular, MESSRING may remedy the defect itself or have it remedied by third parties after fruitless expiry of a reasonable grace period set for subsequent performance. The costs in connection with this substitute performance will be borne by the Supplier. This does not apply if the Supplier refuses the subsequent performance for justified reasons. Any claims in damages and other claims remain unaffected. Minor defects may be remedied by or on behalf of MESSRING immediately at the Supplier's expense without any grace period being set.
4. The Supplier must indemnify MESSRING in respect of any claims in damages, demands for a reduction and other claims by third parties in accordance with the law. In these cases the Supplier must bear all costs and expenses incurred in this connection, especially any costs of litigation and recall. As security for claims under Section 6(4) hereof MESSRING may demand a security holdback in the amount of 10% of the invoice amount or the presentation of a guarantee from a German bank in the amount of the security holdback for the duration of the warranty period.
5. The limitation period for warranty claims against the Supplier is 36 months from the transfer of risk. In circumstances governed by §§ 438 (1) Nos. 1 and 2, 438 (3), 634a (1) Nos. 2 and 3, and 634a (3) BGB [German Civil Code] the limitation period provided for therein will apply. A longer limitation period may also be provided for in the case of specific warranties. The acceptance or approval of models and samples does not constitute any waiver of warranty rights.
6. The Supplier must take out product and public liability insurance at its own expense with reasonable cover for material damage, personal injury and recalls. Evidence of such liability cover must be provided to MESSRING on request at any time.

§ 7 Proprietary rights

The Supplier must take out product and public liability insurance at its own expense with reasonable cover for material damage, personal injury and recalls. Evidence of such liability cover must be provided to MESSRING on request at any time.

§ 8 Liability

MESSRING is only liable in damages for acts of intent and gross negligence. MESSRING is not under any liability towards the Supplier for simple carelessness. This does not apply to the violation of essential obligations the fulfilment of which is a condition sine qua non and on compliance with which the Supplier regularly relies and may rely. Claims in damages for the violation of essential obligations, however, are limited to foreseeable damage typical of the contract. The aforementioned exclusions and limitations of liability do not apply to cases of liability for culpable injury to life, limb or health, to liability for fraudulent concealment of a defect, nor where there is liability for breach of a warranty or in the case of liability under the Product Liability Act.

§ 9 Confidentiality

The Supplier is obliged to keep confidential all details of which the Supplier has gained knowledge within the framework of the business relationship and which are not public knowledge and to publish same only with the written consent of MESSRING. This applies also to agents and subsuppliers.

§ 10 Final provisions

1. MESSRING's registered office is the place of performance and place of jurisdiction for all litigation arising directly or indirectly out of the business relationship. MESSRING, however, may also sue at any other competent place of jurisdiction.
2. German law has exclusive application to the entire business relationship between MESSRING and the Supplier to the exclusion of private international law and the UN Convention on the International Sale of Goods.
3. Should any provision of these GTC be or become completely or partially legally invalid or void, this shall not affect the remaining provisions.

MESSRING GmbH, as of February 2022