

# General Terms and Conditions of Delivery and Service

## Version 1.2

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### A. General section:

#### **Terms and conditions applicable to all legal relationships between WEINIG and the Customer**

### I. General

- 1. The following terms and conditions shall form the basis of all deliveries and services provided by WEINIG to the Customer as well as other legal relationships between the companies of the WEINIG Group and the Customer and shall be deemed an integral part of the contract concluded between the respective WEINIG company and the Customer. The Customer's own terms and conditions shall not become part of the contract even if WEINIG does not expressly object to them when accepting the order.
- 2. These terms and conditions apply to the following companies of the WEINIG Group and are hereinafter referred to as WEINIG for convenience.
  - MICHAEL WEINIG AG  
Weinigstrasse 2/4  
97941 Tauberbischofsheim / Germany
  - WEINIG GRECON GMBH & CO. KG  
Hannoversche Straße 58  
31061 Alfeld (Leine) / Germany
  - WEINIG Operations GmbH & Co. KG  
Location Illertissen  
Rudolf-Diesel-Straße 16  
89257 Illertissen / Germany
  - WEINIG Operations GmbH & Co. KG  
Location Malterdingen  
Riegeler Straße 14  
79364 Malterdingen / Germany
  - WEINIG SYSTEM SOLUTIONS GMBH & CO. KG  
Weinigstrasse 2/4  
97941 Tauberbischofsheim / Germany
  - WEINIG VERTRIEB UND SERVICE GMBH & CO. KG  
Weinigstrasse 2/4  
97941 Tauberbischofsheim / Germany
  - LUXSCAN TECHNOLOGIES S.À R.L.  
Rue de l'Industrie  
L-3895 Foetz / Luxembourg
  - H.I.T. Maschinenbau GmbH + Co. KG  
Kapellenstraße 50  
86833 Ettringen / Germany
  - HOLZ-HER GMBH  
Großer Forst 4  
72622 Nürtingen / Germany

WEINIG reserves the property rights and copyrights to illustrations, offers, drawings and other documents; they may only be made accessible to third parties in agreement with us. WEINIG reserves the right to take legal action in the event of infringement.

Drawings and other documents belonging to offers shall be returned upon request and in any case if the order is not placed with us. If the Customer violates this obligation, it shall pay a contractual penalty in the amount of EUR 5,000, unless it is not responsible for the breach of duty. WEINIG reserves the right to assert further claims for damages.

- 4. Unless otherwise stipulated in individual agreements between the Customer and WEINIG, the Customer is obliged to provide us with the information required for the processing of the order, such as the type, quality, condition and dimensions of the raw timber, the intended production and performance, intended integration into mechanization and production systems, intended power source as well as safety and functional elements, etc. The Customer is also obliged to provide us with the information required for the processing of the order. The Customer is also obliged to provide sufficient test material, power, raw materials, auxiliary materials and operating materials free of charge until completion of commissioning.
- 5. Insofar as WEINIG has delivered items in accordance with drawings, models, samples or other documents provided by the Customer, the Customer shall guarantee that the industrial property rights of third parties are not infringed. If third parties prohibit us from manufacturing and supplying such items in particular by referring to property rights, WEINIG shall be entitled - without being obliged to examine the legal situation - to cease any further activity in this respect and to claim damages in accordance with § 280 of the German Civil Code (BGB). The Customer also undertakes to indemnify us immediately against all claims of third parties in connection with the documents handed over by him.
- 6. WEINIG shall be entitled to make technical changes to the contractual object at any time insofar as they serve to improve the product.
- 7. The Customer undertakes to comply with the WEINIG Group's anti-corruption guideline as amended from time to time. The Code of Conduct can be viewed upon request. The Customer undertakes to take all necessary and reasonable measures to prevent corruption and avoid other criminal acts. In this respect, the Customer undertakes to oblige its employees who are deployed in direct connection with the performance of its contractual obligations to comply with the anti-corruption guideline or the WEINIG Group regulations expressed therein. The Customer further undertakes to pass on the WEINIG Group's Code of Conduct or the regulations expressed therein to its subcontractors or third parties used in direct connection with the performance of the contractual obligations and to use its best efforts to oblige them accordingly and to regularly verify compliance with the obligations.
- 8. The import, export or other transfer of the delivery item or individual components may be subject to a permit requirement in Germany or abroad under certain conditions. Unless otherwise agreed, the Customer is responsible for obtaining the necessary official permits in a timely manner.

### II. Time of delivery/performance, obstacles to performance

- 1. The delivery/performance time results from the agreements between WEINIG and the Customer. It shall only be binding as a fixed date if this has been expressly agreed and confirmed in writing. WEINIG's compliance therewith shall be subject to the condition that all commercial and technical details of the contract have been conclusively clarified between the contracting parties at the time of the order and that the Customer has fulfilled all obligations incumbent upon him, such as special acts of cooperation, provision of materials or down payments. If this is not the case, the delivery/performance time shall be extended accordingly. In the event that changes to the scope of delivery/service become necessary at a later date or are requested by the Customer, the delivery/service period shall also be extended accordingly. Changes to the order or conditions requested by the Customer after conclusion of the contract shall only be carried out by us with a new delivery period, provided WEINIG accepts and confirms them.
- 2. If a delay in delivery/service is due to unforeseeable circumstances for which WEINIG is not responsible, WEINIG shall not be liable for the delay; the delivery/service period shall be extended accordingly. This shall also apply in the event of defective or untimely self-delivery, provided WEINIG has made an equivalent covering purchase and is not at fault for the defective or untimely self-delivery. WEINIG shall notify the Customer of the beginning and end of such circumstances as soon as possible.
- 3. Partial deliveries are permissible insofar as they are reasonable for the Customer.

### III. Shipping terms, payment terms, prices

1. The INCOTERMS shipping clauses in their respective current version shall be deemed to be contractually included for the shipment of goods by WEINIG to the Customer. Unless otherwise agreed, all shipping deliveries by WEINIG shall be made in accordance with the INCOTERMS shipping clause "EXW (ex works) WEINIG manufacturer's works". Insofar as it is agreed that WEINIG will insure the transport, this shall only cover the transport from the manufacturer's works to the boundary of the Customer's premises. The costs incurred shall be borne by the Customer.
2. The Customer may refuse to take delivery of the contractual object - without prejudice to other claims based on defects - only in the event of a material defect.
3. Unless otherwise agreed with the Customer, delivery and invoicing shall be carried out at the prices and conditions valid on the day of conclusion of the contract. Our price quotations do not include any taxes, customs duties, bank charges or similar levies or fees that may be associated with the conclusion or execution of the delivery contract. If WEINIG is called upon to pay such levies in any way during the performance of the supply contract, the Customer shall be obliged to reimburse such expenses. Our prices do not include sales tax or, in the case of intra-community or export deliveries, purchase or import sales tax. Sales tax, purchase tax or import sales tax shall be based on the tax rate applicable on the day of delivery or customs clearance in the country entitled to levy such tax and shall be invoiced separately, if applicable. Unforeseen changes in raw materials, wages, energy and other costs for which we are not responsible shall entitle us to adjust prices accordingly. The same shall apply if delays occur for which the Customer is responsible (e.g. due to missing information from the Customer, which means that the design and/or procurement of purchased parts is only possible with a considerable delay). Packaging and transport costs will be invoiced separately. WEINIG shall determine, at its own discretion, the mode of shipment, shipping route, means of transport, carrier, port of shipment or border crossing point. Unless otherwise agreed, we shall be free to deliver ex works or ex branch.
4. Unless WEINIG has offered otherwise, our invoices shall be due immediately and payable net (without deductions) within 14 days of the invoice date. The date on which payment is credited to WEINIG's account shall be decisive for the timeliness of payment. For each reminder - with the exception of the first reminder justifying default - we shall charge the Customer EUR 5.00, unless the Customer proves that no damage has been incurred at all or that the damage is significantly lower than the flat rate.
5. WEINIG sends all invoices digitally to the mail address provided to us for sending the invoices. If WEINIG is not aware of a defined e-mail address for invoices, we shall use the e-mail address on file with us at which the Customer has also received the offers and order confirmations. If the Customer wishes to specify a different address for sending invoices, WEINIG must be informed of this in writing.
6. The date of receipt of payment shall be the date on which the amount is received by WEINIG or credited to our bank account. The risk of the payment method is borne by the Customer.
7. Furthermore, in the event of default in payment by the Customer, WEINIG may, at its own discretion, declare outstanding remaining purchase price instalments or other existing claims against the Customer due and payable and make further deliveries under this contract or under other contracts dependent on prior provision of security or payment concurrently with delivery.
8. The deduction of a discount requires a special written agreement.
9. Bills of exchange and checks will only be credited subject to the correct receipt of the full amount. WEINIG reserves the right to accept third-party or its own acceptances. Cost and discount charges shall be borne by the Customer. WEINIG does not assume any warranty for submission and protest. Protests against the Customer's own bills of exchange or failure to immediately cover protested third-party bills of exchange shall authorize us to return all bills of exchange still in circulation. At the same time all our claims become due. Postdated checks will not be accepted.
10. WEINIG reserves the right to demand advance payment or a deposit from the Customer.

#### IV. Retention of title

1. WEINIG shall retain title to all goods delivered by us until all existing claims, including ancillary claims, which WEINIG has against the Customer arising from our business relationship have been paid and the bills of exchange and cheques issued for this purpose have been honored. Furthermore, this also applies to receivables arising in the future.
2. The goods subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. The Customer shall immediately notify WEINIG in writing if an application for the opening of insolvency proceedings is filed or insofar as third parties (e.g.

seizures) have access to the goods belonging to WEINIG.

3. In the event of breach of contract by the Customer, in particular in the event of non-payment of the purchase price due, WEINIG shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand surrender of the goods on the basis of retention of title. The demand for return does not at the same time include the declaration of withdrawal; WEINIG shall rather be entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. If the Customer does not pay the purchase price due, WEINIG may only assert these rights if WEINIG has previously set the Customer a reasonable deadline for payment without success or if setting such a deadline is dispensable under the statutory provisions.
4. Until revoked in accordance with paragraph 7 below, the Customer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:
5. The retention of title shall extend to the products resulting from the processing, mixing or combining of our goods at their full value, whereby WEINIG shall be deemed the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, the latter's title remains, WEINIG shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
6. The Customer hereby assigns to us by way of security the claims against third parties arising from the resale of the goods or the product in total or in the amount of WEINIG's co-ownership share, if any, in accordance with paragraph 5 above. We accept the assignment. The obligations of the Customer specified in paragraph 2 shall also apply in respect of the assigned claims.
7. The Customer shall remain authorized to collect the claim in addition to WEINIG. WEINIG undertakes not to collect the claim as long as the Customer meets its payment obligations towards WEINIG, there is no deficiency in its ability to pay and WEINIG does not assert the retention of title by exercising a right pursuant to paragraph 3. However, if this is the case, WEINIG may demand that the Customer inform WEINIG of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, in this case WEINIG shall be entitled to revoke the Customer's authority to further sell and process the goods subject to retention of title.
8. If the realizable value of all securities existing for us exceeds our claims by more than 10% in total, WEINIG shall be obliged to release securities of our choice to this extent at the Customer's request.

#### V. Claims due to defects ("Warranty")

1. Insofar as defects already exist in the object of purchase or in the work performance at the time of the transfer of risk, WEINIG shall only be liable in accordance with the following provisions, to the exclusion of further claims, but subject to liability for damages in accordance with Section VI:
- 1.1 WEINIG shall, at its own discretion, rectify all defective parts of the subject matter of the contract free of charge or replace them free of defects ("subsequent performance"). In this respect, WEINIG shall choose the form of subsequent performance which is suitable taking into account the overall circumstances and which is proportionate with regard to the associated costs. In the event of a replacement delivery, the Customer shall compensate WEINIG for the use made of the replaced original delivery item (§§ 346-348 BGB).
- 1.2 The place of performance for subsequent performance shall be the agreed destination of the contractual object. WEINIG reserves the right to carry out repair work, if necessary, at WEINIG's works. WEINIG shall bear the expenses necessary for the purpose of subsequent performance. WEINIG shall be free to reduce the expenses of subsequent performance by carrying out all necessary work itself or to commission partner companies for this purpose, provided this is reasonable for the Customer. WEINIG reserves the right to refuse subsequent performance insofar as this is associated with disproportionate costs. If the subject matter of the contract has been taken by the Customer to a place other than the contractually agreed destination and if the expenses for subsequent performance increase as a result, the additional expenses shall be borne by the Customer on the basis of WEINIG's price list valid at the time of performance, which shall be handed over to the Customer on request. Insofar as additional costs incurred abroad are to be borne by the Customer, these shall be based on the charging rates applicable in the respective country.
- 1.3 The Customer shall only be entitled to withdraw from the contract or to reduce the contract price due to a defect if WEINIG - subject to the statutory exceptions - has allowed a set reasonable period for subsequent

improvement or replacement delivery to expire fruitlessly or if subsequent performance has repeatedly failed and the Customer cannot reasonably be expected to accept a further attempt at subsequent performance. The right to withdraw from the contract in these cases is limited to defects that restrict the usability. The setting of a reasonable deadline must be in writing.

- 1.4 Claims for damages may only be asserted in accordance with Section VI.
- 1.5 Wear and tear of components (e.g. feed rollers, table tops and stops) which is normal within the scope of intended use as well as parameters which cannot be influenced by WEINIG shall not constitute grounds for claims based on defects. Parameters that cannot be influenced include, for example, material properties, suitability of media supply (e.g. air, power) tools and data sets from third-party facilities / equipment.
- 1.6 The assertion of claims for defects is excluded insofar as the defect is based on the fact that the Customer has not followed the installation or operating instructions, has failed to carry out the required maintenance of the contractual object in accordance with the manufacturer's specifications or has carried out such maintenance contrary to the maintenance instructions (operating instructions). Original WEINIG spare and wear parts must always be used for maintenance. Maintenance and inspections shall be evidenced in an appropriate manner by the Customer. Defects occurring due to components influenced by the Customer or third parties such as tools, industry software, machine controls, which in type and condition can represent a significant influence factor on the quality of WEINIG machines, shall not be attributed to WEINIG and shall be excluded. In the event of non-compliance, WEINIG reserves the right to reduce or completely void the warranty claims.
- 1.7 Insofar as the contractual object infringes industrial property rights or copyrights of third parties in Germany, WEINIG shall, at its own expense, procure the right for the Customer to continue using the contractual object or modify it in a manner reasonable for the Customer in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, both the Customer and WEINIG shall be entitled to withdraw from the contract.

The aforementioned obligations of WEINIG are - subject to Section VI - conclusive in the event of infringement of property rights or copyrights. They exist only insofar as

- the Customer has not contributed to an increase of the damage by a delayed notification of the asserted property right or copyright infringements,
  - the Customer supports WEINIG to a reasonable extent in defending the asserted claims and enables WEINIG to carry out the modification measures in accordance with the above paragraph,
  - WEINIG reserves the right to all defensive measures including out-of-court settlements, and
  - the defect of title or the infringement of rights is not based on a cause set by the Customer itself, in particular on a specification of the Customer or on the fact that the Customer has modified the contractual object without authorization or has used it in a manner not in accordance with the contract.
- 1.8 For software, the provisions in Section XI shall apply in addition.
  - 1.9 The exclusion of rights of the Customer due to obvious or recognized defects which were not immediately notified (§ 377 HGB) remains unaffected.
  2. If the Customer, with the necessary consent of WEINIG, undertakes actions to remedy defects himself, which WEINIG would be obliged to do in accordance with the above provisions, the Customer shall not be deemed to be WEINIG's vicarious agent in this respect. WEINIG shall only be liable for the consequences of self-execution insofar as the Customer has acted in accordance with written instructions issued by WEINIG. WEINIG shall reimburse the Customer for the costs of self-execution up to the amount of the expenses which WEINIG would have had to bear without self-execution by the Customer.
  3. In the case of the purchase of **used goods**, liability for defects is **excluded**, unless otherwise agreed. The liability from Section VI paragraph 1 remains unaffected.
  4. Claims of the Customer due to fraudulently concealed defects or due to a guarantee of quality or durability assumed by WEINIG shall always remain unaffected.

## VI. Liability for damages

1. WEINIG shall only be liable for damages - for whatever legal reasons:
  - in case of intent, or
  - in case of gross negligence, or
  - in case of culpable injury to life, body, health, or
  - in case of defects which WEINIG has fraudulently concealed, or

- within the scope of a guarantee commitment, or
  - to the extent that liability for personal injury or property damage is mandatory under the Product Liability Act.
2. WEINIG shall only be liable for damage caused by simple negligence and not covered by paragraph 1 insofar as the negligence relates to the breach of such contractual obligations, compliance with which is a prerequisite for the performance of the contract and compliance with which the Customer may regularly rely on (cardinal obligations); in this respect, liability shall be limited to the foreseeable damage typical for the contract.
  3. Any further liability on the part of WEINIG is excluded.
  4. Claims for damages due to delay or non-performance are excluded to the extent permitted by law. In any case, claims for damages due to delay against us shall be limited to 0.5% in total or a maximum of 5% of the value of the respective part of the total delivery which cannot be used in time or in accordance with the contract as a result of the delay for each full week or delay after the unsuccessful expiry of the reasonable grace period set.
  5. WEINIG's liability is excluded in particular in the following cases, insofar as WEINIG is not responsible for them: Unsuitable or improper use, faulty assembly or commissioning by the Customer or third parties, normal wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, faulty data sets, unsuitable tools, faulty construction work, unsuitable building ground, chemical, electrochemical or electrical influences. If the Customer or a third party carries out improper repairs, WEINIG shall not be liable for the resulting consequences. The same shall apply to changes to the object of purchase/service without prior approval by WEINIG.
  6. This liability provision shall also apply to our advice given orally and in writing and by way of trials or in any other manner; the Customer shall in particular not be released from the obligation to verify himself the suitability of the delivery for the intended purposes of use.
  7. For software, the provisions under Section XI shall apply in addition.

## VII. Warranty period, other limitation periods

1. Claims due to defects, irrespective of the legal grounds, shall become statute-barred after the expiry of 12 months, unless otherwise agreed,
  - a) from (partial) acceptance of the contractual object (cf. Section X paragraph 5) by the Customer (in the case of purchase with an obligation of WEINIG to bring in or erect the contractual object, cf. Section X, as well as in the case of work performances which do not involve the erection of a building), or
  - b) from placing on the market (safety-related transfer of risk), or
  - c) no later than 6 months after delivery of the contractual object.
2. If the contractual object is a machine, system or system components, the limitation period for defects shall be reduced to six months in the case of use in two-shift operation and to three months in the case of use in three-shift operation.
3. Insofar as WEINIG provides services for subsequent performance, the limitation period for claims for defects shall then only begin to run again with regard to the object of the subsequent performance, not with regard to the entire item and only if WEINIG has unconditionally acknowledged the obligation to provide subsequent performance.
4. The shortening of the warranty period in the case of defects shall not apply in the cases of Section VI paragraph 1.
5. The statutory limitation periods in the case of recourse claims based on supplier recourse (§ 445b BGB), in the case of Section VI paragraph 1 or in the case of work performances which have a building as their object shall remain unaffected.

## VIII. Data protection / confidentiality

1. WEINIG shall comply with the relevant statutory provisions, in particular the General Data Protection Regulation (GDPR), with regard to personal data of the Customer or its employees. Personal data of the Customer shall be collected, stored, processed and used by WEINIG if, to the extent that and for as long as this is necessary for the establishment, performance or termination of a contract. Any further collection, storage, processing and use of personal data of the Customer shall only take place if required or permitted by a legal provision or if the Customer has consented thereto.
2. In the course of providing services, WEINIG collects non-personal data from woodworking machines. This is usage-independent data, such as licensing data and software series status, as well as usage-dependent data, such as operating status, maintenance data and diagnostic data. The data may include confidential information of the Customer, for example geometries, NC programs or other Customer-specific data. This data is processed and stored by WEINIG to provide the service and for the purpose of general product development and improvement and market analysis. Confidential

information of the Customer is used exclusively for the provision of the service. Any use of confidential information of the Customer for other purposes shall only take place on the basis of a separately granted express consent.

## IX. Miscellaneous

1. The Customer shall only be entitled to withhold payments or other own services or to offset them against counterclaims to the extent that its right of retention or its counterclaims are undisputed, have been finally adjudicated or are ready for decision in favor of the Customer. The Customer is free to raise the defense of non-performance of the contract.
2. There are no verbal subsidiary agreements to concluded contracts. Subsidiary agreements and amendments to the contract or notices of defects must be in writing to be effective. This formal requirement may not be waived or set aside either orally or by implication.

If the parties make oral amendments and supplements after conclusion of the contract, these must be confirmed in writing by WEINIG in order to be effective.
3. The legal relationship between WEINIG and the Customer shall be governed exclusively by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and German private international law.
4. The place of jurisdiction for all disputes between the Customer and WEINIG shall be the registered office of the respective WEINIG company, unless a different exclusive jurisdiction exists. WEINIG reserves the right to take legal action at any other permissible place of jurisdiction.

In addition, the provisions of the following sections shall apply to certain deliveries and services.

## B. Special section:

Terms and conditions that apply to specific deliveries and services in addition to the General Section

## X. General provisions for assembly and

### repairs

1. In addition to the above sections, the following provisions shall apply to all assembly and commissioning of new machines ordered by the Customer as well as service, maintenance, repair or assembly services including consulting, training, expert opinions, machine conversions (hereinafter uniformly referred to as: "assembly").
  - 1.1 The duration of assembly or the start of assembly shall only be deemed to have been agreed approximately.
  - 1.2 The installation period shall be deemed to have been complied with if, by the time it expires, the installation is ready for acceptance by the Customer or, in the case of a contractually agreed functional test, for its performance.
  - 1.3 If the installation could not be performed or only partially performed for reasons for which WEINIG is not responsible, WEINIG shall be entitled to demand the installation price less the expenses saved. The Customer may demand a repetition of the installation service if and to the extent that this is reasonable for WEINIG, in particular taking into account its other contractual obligations. For the repetition, a renewed remuneration shall be paid to WEINIG on the basis of the currently valid price list.
  - 1.4 The request for installation personnel should be made at least 20 working days before the start of the installation for scheduled operations, in particular if an inspection or maintenance contract has been agreed. Surcharges may apply for short-term assignments.
  - 1.5 In addition, the instructions in the installation and operating manuals of the respective products on which the operations take place are binding.
  - 1.6 Before starting work, WEINIG personnel are required to carry out a risk assessment and initiate the necessary measures based on the results. WEINIG reserves the right to refuse/cancel any resulting assignments.
2. **Pre-acceptance:** If a **preliminary acceptance test** has been agreed at WEINIG's works prior to delivery of the contractual item, a standard procedure defined by WEINIG shall be carried out to prove functionality or completeness. Minutes shall be drawn up of these, which shall be signed by both parties. If necessary, the Customer shall provide sample parts and data sets for test runs in good time before the preliminary acceptance.
3. **Contribution:** WEINIG shall only be obliged to bring the contractual object (= transfer of the delivery item from the means of transport to the place of installation) if this is expressly contractually owed. If provision by WEINIG has been agreed, WEINIG shall owe the following services and, for the duration of service, WEINIG shall bear the risk limited by the following obligations of the Customer to cooperate:

The Customer shall support WEINIG free of charge in the service and

ensure that

- (a) the installation site is free of obstacles,
  - (b) the transport route does not exceed a length of 200m, and
  - (c) the transport route is continuous, at ground level and free of interfering contours
  - (d) suitable and safe means of transport and lifting, including competent operating personnel, shall be provided at the agreed time.
4. **Installation:** WEINIG shall only be obliged to install the contractual object if this has been expressly agreed. If installation by WEINIG has been agreed, the parties shall owe each other the following services and acts of cooperation:
    - 4.1 The installation of the contractual object at the final installation site shall be carried out by a WEINIG service technician or by a partner commissioned by WEINIG. All prerequisites to be fulfilled by the Customer can be found in the installation and operating guidelines as well as in the WEINIG installation plan, which WEINIG will hand over to the Customer along with the delivery, and must be fulfilled by the Customer as requested and on time. In order to ensure a speedy and smooth process, the Customer must provide the service technician responsible for the installation with appropriate safety-instructed auxiliary personnel and, if necessary, available safe and suitable lifting and transport equipment, as well as personal protection equipment, free of charge.
    - 4.2 The following applies to products that can regularly only fulfill all requirements of the 9th German Product Safety Act (ProdSV) after installation at the Customer's site: Depending on the product, the installation shall be followed by the trial run phase, which ends with the safety-related transfer of risk. Depending on the machine type, the trial run shall include setting up, aligning, configuring, measuring, and functional verification of the machine. The construction of the protective fences and the functional verification of the safety devices is usually the last step. Until then, WEINIG as the manufacturer (or its representative/authorized agent) has the sole power of disposal over the machine, even if the machine is already on the Customer's premises. After presentation of all necessary prerequisites and proofs, the safety-related transfer of risk takes place. At this point, the Customer assumes a general obligation to cooperate.
    - 4.3 WEINIG wishes to point out that the safety-related transfer of risk / placing on the market is independent of the contractual handover of the machine and/or its acceptance by the Customer.
    - 4.4 After the safety-related transfer of risk, commissioning including functional testing is carried out by a WEINIG service technician within the framework of a standard procedure defined by WEINIG. If the machine is an "incomplete machine" as defined by the Machinery Ordinance (9th German Product Safety Act, ProdSV), WEINIG will only perform the functional test, but not the commissioning.
  5. **Acceptance:** If acceptance is contractually agreed or required by law, acceptance of the contractual object shall take place within the framework of a standard procedure defined by WEINIG.
    - 5.1 The Customer is obliged to accept the delivered machine as soon as the functional test has been completed, unless there is a defect that restricts its usability. Insofar as partial functions of the contractual object can be used independently for production purposes and are ready for acceptance, the Customer shall be obliged to make partial acceptances. Minutes of the (partial) acceptance shall be drawn up and signed by both parties.
    - 5.2 The Customer is obliged to accept the assembly as soon as it has been notified of its completion and any contractually agreed functional test of the assembled delivery item has taken place. If the installation proves not to be in accordance with the contract, WEINIG shall be obliged to remedy the defect at its own expense. If there is a non-substantial defect, the Customer may not refuse acceptance. The (partial) acceptance shall also be deemed to have taken place if the Customer
      - does not refuse acceptance within a reasonable period of time set for him, stating at least one defect, or
      - the commissioning or functional test is delayed without substantial reason and WEINIG has thereupon set the Customer a reasonable deadline for cooperation, which has expired unsuccessfully, or
      - puts the contractual object into operation for production purposes.
    - 5.3 Upon acceptance, WEINIG's liability for identifiable defects shall cease unless the Customer has reserved the right to assert a specific defect.
  6. **Briefing:** If agreed separately, the Customer shall be instructed in the operation of the contractual object on site at the same time, generally for a maximum of one day.
  7. **Training:** Travel and accommodation expenses (in the case of on-site training, those of the instructor) shall be borne by the Customer. For expressly agreed training courses that are not attended within 12 months of delivery of the contractual object, the Customer's claim to performance shall

lapse. If WEINIG has removed the product for which the Customer has ordered training from the delivery program after expiry of the confirmed training date without the Customer having made use of the training, the Customer's training claim shall be converted into a claim for equivalent training on another item in the current WEINIG delivery portfolio.

## **8. Cooperation of the Customer**

- 8.1 The Customer shall take the special measures necessary for the protection of persons and property at the installation site. It shall also inform the WEINIG assembly or project manager of any existing special safety regulations, insofar as these are relevant to the installation personnel. It shall notify WEINIG of any violations of such safety regulations by the installation personnel.
  - 8.2 The Customer is obliged to provide technical assistance at its own expense, in particular with regard to the following points:
    - a) Provision of the necessary suitable auxiliary personnel (masons, carpenters, locksmiths, other skilled and unskilled workers) in the number and for the time required for the installation; the auxiliary personnel shall follow the instructions of the installation supervisor.
    - b) Carrying out all work required on site (e.g. creating the foundation for the system).
    - c) Provision of the necessary devices and heavy tools (e.g. hoists, compressors) as well as the necessary commodities and materials (e.g. scaffolding timber, wedges, underlays, plaster and sealing material, lubricants).
    - d) Provision of heating, lighting, operating power, water, including the necessary connections.
    - e) Provision of necessary, dry and lockable rooms for the storage of the tools of the assembly personnel.
    - f) Transport of the assembly parts at the assembly site, protection of the assembly site and materials from harmful influences of any kind, cleaning of the assembly site.
    - g) Provision of suitable, theft-proof recreation rooms and work rooms (with heating, lighting, washing facilities, sanitary facilities) and first aid for the assembly personnel.
    - h) Provision of materials and performance of all other actions necessary for the adjustment of the delivery item and for the performance of a contractually agreed functional test.
    - i) The establishment of necessary and customary hygiene standards.
    - j) The electrical connections to the system/machine shall be made by the Customer as well as the provision of suitable grounding connections at the potential equalization points designated by WEINIG. This also applies to the standardized verification of suitability at regular intervals.
  - 8.3 The Customer's cooperation must ensure that the installation can be started immediately after the arrival of the installation personnel and carried out without delay until the Customer's acceptance. If special plans or instructions from WEINIG are required, WEINIG shall provide them to the Customer in good time.
  - 8.4 The assembly personnel must have free access to the machine during the assembly operation; the machine shall not be available for production work during this time. The Customer shall support the installation personnel in carrying out the installation at its own expense.
  - 8.5 If the Customer fails to comply with its obligations to cooperate, WEINIG shall be entitled, but not obliged, after giving notice, to carry out the actions incumbent on the Customer in its place and at its expense. Otherwise, WEINIG's statutory rights and claims shall remain unaffected.
- ## **9. Impediments to performance during provision, installation, trial operation, commissioning, functional testing, or familiarization:**
- 9.1 Unforeseen obstacles or technical faults shall be eliminated immediately by the Customer. Additional services required over and above the services owed or waiting times of WEINIG which cannot be used otherwise shall be paid for separately by the Customer in accordance with WEINIG's price list valid at the time of performance; additional costs of the third party commissioned by WEINIG shall be reimbursed by the Customer. This shall not apply if the additional services, waiting times or additional costs are due to circumstances for which WEINIG or the third party commissioned by WEINIG is responsible.
  - 9.2 If the performance of the services is delayed for reasons for which neither WEINIG nor the third party commissioned by WEINIG is responsible, WEINIG may set the Customer a reasonable period of time to remedy the obstacles. After unsuccessful expiry of the deadline, WEINIG may refuse to perform the services; the Customer may not plead that the services have not been performed. WEINIG may demand payment of the agreed remuneration after deduction of the expenses saved and the income from any other use of its own labor.

## **10. Remuneration and payment**

- 10.1 Installation shall be charged on a time basis unless a lump sum price has been expressly agreed. The charging rates valid at the time of performance will be sent at the time of commissioning.
- 10.2 In the case of assembly work, the necessary travel time (including set-up and reworking time) shall be charged as working time. Waiting time and all ancillary order times for which WEINIG is not responsible, such as searching for rooms, shall also be charged as working time.
- 10.3 For overtime and work on Sundays and holidays, the percentages provided for in the price list shall be charged. Overtime shall be worked insofar as this is within the legal framework and insofar as this is necessary and agreed.
- 10.4 The Customer shall certify the working time and the work performance of the installation personnel on the service report.
- 10.5 Installation costs shall be invoiced at WEINIG's discretion on a weekly or monthly basis or after completed installation.

## **11. Special costs for assembly lump sum**

If a lump sum price has been agreed as remuneration for the installation, the following special costs shall not be included and shall be invoiced additionally to the Customer.

- a) Costs for the transport of equipment and machinery
- b) Costs for transport or transfer of the assembly personnel
- c) Costs that are to be borne by the employer according to a contract or according to the present conditions
- d) Costs for family trips home after continuous stay of the assembly personnel at the assembly site as follows:
  - within Europe after 4 weeks
  - outside Europe after 3 months
  - as well as during an assembly interruption at Christmas
- e) Additional costs due to a delay or interruption of the assembly through no fault of our own.

## **12. Travel expenses**

The travel expenses of the assembly personnel (including the costs of transport and transport insurance of the personal luggage as well as the tools carried and shipped, work permits, visas, social security registrations) shall be invoiced according to WEINIG's expenses. Travel expenses shall also include the cost of family trips home, if required by contract. Travel expenses shall also include

- Car rides at the currently valid rate
- Rental car, fuel, tolls according to receipt
- Rail travel and flights at cost.

WEINIG reserves the right to freely choose the means of transport, accommodation as well as the charging method according to expenditure or lump sum, taking into account cost efficiency and reasonableness.

## **XI. General provisions for software**

1. Insofar as software is included in the scope of delivery of a machine, the Customer is granted a non-exclusive right to use the software for use on the specific contractual object. Use of the software on more than one system is prohibited. Simultaneous use on multiple computers requires the purchase of additional licenses or a server and multi-user license. This applies accordingly to subsequent updates and upgrades.
2. Generally, the Customer may not duplicate, modify, translate or convert the software from the object code to the source code. The Customer undertakes not to remove the manufacturer's information - in particular copyright notices - or to modify it without the prior express consent of WEINIG. Upon request, an individual contractual software transfer agreement can be concluded with WEINIG for a fee in individual cases. This regulates aspects of confidentiality, proprietary rights of the confidential information, contractual penalties, duration of the contract, exclusions of liability, applicable law and jurisdiction, as well as rights of use granted.
3. The delivered software may contain open source components in whole or in part. These are subject to the corresponding license terms of the open source components used. The relevant license conditions shall be requested by the Customer from the respective open source provider or retrieved from the relevant websites and are part of the granting of rights of use. The Customer agrees to comply with these terms of use when using the open source components.
4. **Liability for defects in software:**
  - 4.1 Claims for defects due to software errors shall only exist insofar as the defect in the subject of the license restricts its usability in accordance with the original delivery condition and its original parameterization. In all other

respects, the provisions on liability for defects and damages set out in Sections V to VII shall apply subject to the following further restriction:

- 4.2 Any liability on the part of WEINIG for software malfunctions shall be excluded in the event of a specific breach of the Customer's duty of care in connection with the software, for example to the extent that
- the aforementioned minimum requirements for providing the Customer with hardware and software are not met,
  - the software is installed on other hardware at the Customer's premises without WEINIG's express consent, which WEINIG shall only be entitled to refuse for objectively justified reasons,
  - software other than the software made known to WEINIG at the time of installation is or will be installed on the same hardware of the Customer on which the subject of the license is installed, or
  - the Customer has made changes to the subject of the license without WEINIG's prior express consent,

unless the Customer proves that the software malfunction is not due to the specific violation of its own duties of care.

## **5. Documentation and license**

- 5.1 The Customer is entitled to use the subject of the license for the purposes of its business operations in accordance with these General Terms and Conditions of Delivery and Service. The Customer is not entitled to make the subject of the license available to third parties. Third parties shall not include employees of the Customer and other persons whose services are used by the Customer for the contractual use of the software.
- 5.2 The license may be limited in time, and WEINIG shall also be entitled to prohibit future use of the subject of the license if the Customer fails to refrain from violating the terms of the license despite prior written warning; unless the violation occurs for reasons for which neither the Customer nor its vicarious agents are responsible.
- 5.3 Unless otherwise contractually agreed, the Customer is entitled to use the subject of the license on only one computer at a time. Simultaneous use on multiple computers requires the purchase of additional licenses or a server and multi-user license. This applies accordingly to subsequent updates and upgrades.
- 5.4 The Customer shall only be entitled to reproduce the subject of the license in machine-readable form insofar as this is necessary for use in accordance with the contract. In particular, it shall be entitled to make backup copies to secure future use of the subject of the license in accordance with the contract.
- 5.5 The Customer is not entitled to modify the subject of the license for its own purposes or the purposes of others or to make it accessible to third parties. Third parties shall not include the Customer's employees and other persons whom the Customer uses for the contractual use of the subject of the license.
- 5.6 The Customer is not entitled to grant third parties rights of use to the subject of the license.
- 5.7 WEINIG shall retain ownership of any software data carrier and documentation separately handed over to the Customer.
- 5.8 If the Customer is prohibited from further use of the subject of the license by WEINIG, the Customer shall return to WEINIG the licensed material owned by WEINIG, including any software data carrier handed over to the Customer. The subject of the license stored at the Customer's premises and all backup copies existing at the Customer's premises shall be deleted.
6. The provisions set forth in Section IX shall apply only to the extent that they are not otherwise regulated for individual software components.

## **XII. General provisions for wear and spare parts deliveries**

1. WEINIG is not obliged to take back spare or wear parts. If WEINIG voluntarily takes back spare or wear parts, WEINIG will charge a restocking fee on all returns according to the service price list. Products may be returned under the conditions that they are unused new parts and that the return period of 3 months after goods issue has been complied with. However, various product groups will generally be excluded from return delivery. This includes, for example, small parts such as screws, etc., as well as parts purchased, developed or manufactured to order. The restocking fee will be deducted by WEINIG from the credit note. The restocking fee will not be charged in the following cases: if the product is still sealed, if a warranty claim exists, if the shipments were incorrect or over-delivered by WEINIG or if it is a return planned by WEINIG. Furthermore, the return conditions described on the return bill apply. A return delivery is only possible on the basis of a complete and truthful return slip. Unsolicited returns or those without a return slip shall be returned to the Customer at the Customer's expense.

2. For wear and spare parts deliveries, a minimum order value according to the service price list applies.

## **XIII. General provisions for remote services**

In addition to the above sections, the following provisions shall apply to all remote services ordered by the Customer. This includes, among other things, consulting, training, configuration, parameterization, software updates, macro programming, profile adjustments, status analysis, assistance etc. remotely with or without IT support.

The use of remote services within the meaning of this section shall be tantamount to the conclusion of a commercial contract and shall therefore always constitute the commissioning of a service from WEINIG for which a charge is made. WEINIG shall invoice remote services in accordance with the respective current service price list if no other conditions have been contractually agreed. The obligation to pay costs shall apply insofar as WEINIG is not obliged to provide such services for other reasons, in particular due to claims for defects by the Customer pursuant to Section V.

### **1. Contractual object / specification of services**

#### **1.1 Remote diagnostics**

##### **Determination of the actual condition (inspection):**

WEINIG shall remotely record the current states, settings, processes and records of the machine/system with or without IT support, and the terminal devices designated in the service agreement.

##### **Data comparison / deviations:**

WEINIG shall analyze the recorded data and processes for deviations of the actual from the target state.

##### **Searching for the cause of deviation:**

WEINIG shall analyze detected deviations for their causes.

#### **1.2 Remote monitoring / remote observation**

WEINIG shall monitor defined production plants after prior agreement with the customer according to a separate contractual agreement for which a charge is made.

#### **1.3 Remote interventions**

If WEINIG detects deviations requiring action when carrying out remote diagnostics, either WEINIG shall carry out the interventions with or without IT support or WEINIG shall commission the Customer to carry out the interventions.

#### **1.4 Predictive monitoring / remote monitoring and interpretation**

WEINIG shall monitor defined production systems after prior agreement with the Customer and shall propose preventive measures at its own discretion. The implementation of the proposed measures is carried out after a separate order by the Customer.

#### **1.5 Other measures and services**

Measures which go beyond the maintenance services provided for in these Terms and Conditions, such as commissioning work, shall be carried out by WEINIG at the Customer's request following a separate written agreement.

#### **1.6 Documentation**

WEINIG shall record the essential data of the system/processes determined by remote diagnostics and/or the deviations determined, interventions made and measures carried out for internal purposes (case data).

#### **1.7 Information**

If the equipment cannot be repaired or cannot be repaired completely by remote support with or without IT measures (remote maintenance and/or repair) within the meaning of subparagraph 1.3, WEINIG shall inform the Customer accordingly.

After completion of repair and/or maintenance work, the Customer may inspect the recorded case data upon request.

#### **1.8 Performance limits and exclusions**

If WEINIG determines during remote diagnostics that the deviations are due to external force, other unforeseeable influences, improper operation or non-compliance with the installation or environmental conditions specified by the manufacturer, it shall not be obliged to carry out remote interventions. The same applies if the Customer changes the software or the software environment, including the hardware. In these cases, the contracting parties will try to work out a joint approach and the steps required for this.

WEINIG offers general maintenance of software within the framework of a separate software maintenance contract for which a charge is made. Thus, WEINIG excludes software maintenance for remote services.

#### **1.9 Distinction from functional warranty**

WEINIG shall assume the obligations set forth in detail in the service agreement. This does not constitute a guarantee that the contractual services will diagnose and remedy all existing malfunctions, damage and

defects of the machine/system or a guarantee for the functionality of the machine/system.

The provision of contractual services is always subject to the availability of resources / technologies and the reasonable feasibility of the respective implementation.

## **2. Data transmission**

### **2.1 Equipment**

The agreed telecommunication means are available for the services. Each contractor is responsible for maintaining and operating their facilities. The services are based on data transmission technology, in particular on the data transmission paths as they exist at the time the contract is concluded. Where necessary, these shall be adapted to technical progress. Depending on the solution used, the use of Customer terminal devices may be required. Any resulting costs shall be borne by the Customer, unless the technical improvement only benefits WEINIG.

### **2.2 Data transmission paths**

The contractual partners are each responsible for the operation and maintenance of their systems up to the respective transition points to the Internet (routers). In the event of failure of the data transmission path between the transition points, in particular due to disruptions in the transmission paths, WEINIG shall be released from its performance obligations pursuant to subparagraph 1.1 as well as 1.4. This shall also apply to cases in which the transmission paths are so permanently disrupted that WEINIG is unable to properly perform its service. In such cases, WEINIG shall immediately inform the Customer that the transmission paths have been disrupted.

### **2.3 Initialization mode**

If necessary, the Customer shall activate the remote diagnostics feature. Upon completion of the remote session, the Customer shall terminate the connection with WEINIG after consultation. WEINIG shall not be held responsible for any costs/damages resulting from a connection not being terminated.

## **3. Confidentiality and data security**

### **3.1 Authentication confidentiality**

For all authentications (SIM cards / keys / access codes) which are available in connection with WEINIG remote services, the Customer shall ensure that this information is not disclosed to third parties.

### **3.2 Confidential treatment of Customer data**

It is agreed between the contracting parties that all Customer data exchanged within the scope of the remote services and other information of the Customer concerning production secrets, relevant product-related data, etc. may be used by WEINIG exclusively for the services defined in the service agreement and for the continuous improvement of services and products. Any marketing of this information for own account or knowledge transfer to third parties is not permitted.

### **3.3 Virus protection**

The contractual partners shall take reasonable precautions in accordance with the respective state of the art to prevent viruses or malware from penetrating the software of the other contractual partner. Any virus protection programs of the Customer shall be coordinated with WEINIG so that malfunctions during remote services, as well as the proper functioning of the machine/system, are not impaired. Should malware (viruses, spyware, etc.) occur at one of the contracting parties that could impair the remote service or be transferred to systems of the other contracting party, the other contracting party must be informed immediately in writing.

## **4. Cooperation obligations of the Customer**

### **4.1 Maintenance obligation for facilities**

The specified technical facilities as well as the required communication connections shall be provided and maintained in working order by the Customer.

### **4.2 Duty to inform about technical changes**

Changes made by the Customer to the technical environment shall be notified in advance in text form insofar as they may have an impact on the agreed remote services and, if necessary, shall be coordinated with WEINIG. This applies in particular - but not exclusively - to modifications to the control hardware/software, changes in use, changes in the machine environment, changes in the network configuration, conversions by third parties and the access data.

### **4.3 Duty to cooperate in the provision of assistance**

When identifying, isolating, reporting and describing faults, the Customer must follow the instructions provided by WEINIG. If necessary, the

Customer must use checklists from WEINIG. The Customer shall provide technically and linguistically trained personnel for the remote service. In the event of error messages and questions, the Customer shall - if there are any ambiguities - provide WEINIG with additional information and documents.

### **4.4 Care for safety/supervision**

The Customer must observe the safety information in the operating instructions for the system as well as the relevant national and international laws, (industry) standards and directives. In cases where the remote service or the services to be performed by WEINIG may lead to a risk to persons and property, the Customer shall, for reasons of supervisory duty, provide feedback to WEINIG to the effect that the intended measures can be performed without risk. Insofar as such feedback cannot be provided on site for each system, reliable protection against personal injury and property damage must be provided by the Customer. In particular, the Customer shall ensure by means of appropriate barriers, protective devices and warning notices that no persons are endangered on its premises in connection with the performance of the services.

For all companies of the WEINIG Group

(Michael Weinig AG, as well as affiliated companies within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG))

Last amended: January 2026