

# General Terms and Conditions of EVT Eye Vision Technology GmbH

## For use in relation to:

1. A person who, when concluding the contract, is acting in their commercial or independent professional activity (entrepreneur);
2. Legal entities under public law or a special fund under public law.

## I. General information

1. All deliveries and services are subject to these terms and conditions as well as any separate contractual agreements. Deviating terms and conditions of purchase of the Purchaser shall not become part of the contract even if the order is accepted. In the absence of a special agreement, a contract is concluded with the supplier's written order confirmation.
2. The supplier reserves the property rights and copyrights to samples, cost estimates, drawings and similar information of a physical and non-physical nature - also in electronic form; they may not be made accessible to third parties. The Supplier undertakes to make information and documents designated by the Purchaser as confidential accessible to third parties only with the Purchaser's consent.

## II. Price and payment

1. Unless otherwise agreed, prices are ex works including loading at the factory, but excluding packaging and unloading. Value added tax at the respective statutory rate shall be added to the prices.
2. In the absence of a special agreement, payment shall be made without any deduction á account of the supplier, namely  
  
For deliveries of less than 20 KEUR immediately upon receipt of the goods; for all other deliveries, unless otherwise agreed, 1/3 down payment upon receipt of the order confirmation,  
  
1/3 as soon as the customer has been informed that the main parts are ready for shipment and the remaining amount within one month of the transfer of risk.
3. The purchaser shall only be entitled to withhold payments or offset them against counterclaims insofar as his counterclaims are undisputed or have been legally established.

## III. Delivery time and delivery delay

1. The delivery time shall result from the agreements between the contracting parties. Compliance with the delivery time by the Supplier presupposes that all commercial and technical questions between the contracting parties have been clarified and that the Purchaser has fulfilled all obligations incumbent on him, such as the provision of the necessary official certificates or permits or the payment of a deposit. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if the Supplier is responsible for the delay.
2. Compliance with the delivery period is subject to correct and timely delivery to us.
3. The delivery deadline shall be deemed to have been met if the delivery item has left the supplier's works by the time it expires or readiness for dispatch has been notified. If acceptance is to take place, the acceptance date shall be decisive - except in the case of justified refusal of acceptance - or alternatively the notification of readiness for acceptance.
4. If dispatch or acceptance of the delivery item is delayed for reasons for which the customer is responsible, the customer shall be charged for the costs incurred as a result of the delay.
5. If non-compliance with the delivery time is due to force majeure, labor disputes or other events beyond the supplier's control, the delivery time shall be extended accordingly. The Supplier shall notify the Purchaser of the beginning and end of such circumstances as soon as possible.
6. The customer may withdraw from the contract without setting a deadline if the entire performance becomes finally impossible for the supplier before the transfer of risk. In addition, the Purchaser may withdraw from the contract if, in the case of an order, the performance of part of the delivery becomes impossible and the Purchaser has a justified interest in rejecting the partial delivery. If this is not the case, the customer must pay the contract price for the partial delivery. The same applies if the supplier is unable to deliver. Otherwise, Section VII.2 shall apply. If the impossibility or incapacity occurs during the delay in acceptance or if the Purchaser is solely or predominantly responsible for these circumstances, it shall remain obliged to provide consideration.

## IV. Transfer of risk, acceptance

1. The risk shall pass to the customer when the delivery item has left the factory, even if partial deliveries are made or the supplier has assumed other services, e.g. shipping costs or delivery and installation. If acceptance is required, this shall be decisive for the transfer of risk. It must be carried out immediately on the acceptance date, alternatively after the supplier's notification of readiness for acceptance. The customer may not refuse acceptance in the event of a minor defect.
2. If dispatch or acceptance is delayed or does not take place as a result of circumstances for which the supplier is not responsible, the risk shall pass to the customer from the day of notification of readiness for dispatch or acceptance. The Supplier undertakes to take out any insurance requested by the Purchaser at the latter's expense.
3. Partial deliveries are permissible, insofar as reasonable for the purchaser.

## V. Retention of title

1. The supplier retains title to the delivery item until all payments arising from the delivery contract have been received.
2. If the delivery item is delivered to a place in the Federal Republic of Germany in accordance with its intended use or is taken to such a place by the customer, the following shall apply: The customer is entitled to resell the delivery item delivered under retention of title in his own name. Upon conclusion of the delivery contract, the customer assigns all claims to payment of the purchase price to which it is entitled through resale of the delivery item to the supplier accepting this until receipt of all payments from the delivery contract. This assignment shall apply irrespective of whether the purchased item has been resold without or after processing. The Purchaser shall remain authorized to collect the claim after the assignment as long as a resale takes place in the regular course of business. The right of the supplier to disclose the assignment and to collect the claim remains unaffected. However, the Supplier shall not collect the claim as long as the Customer meets its payment obligations, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and payments have not been suspended.
3. If the delivery item is delivered as intended to a place outside the Federal Republic of Germany or taken to such a place by the customer, the following shall apply in addition to clause 1: The Purchaser shall ensure that the Supplier's retention of title is effectively protected in the country in which the delivery item is located or to which it is to be shipped. Insofar as certain actions are necessary for this purpose (e.g. a special marking of the delivery item or a local register entry), the Purchaser shall carry these out in favor of the Supplier. Should the cooperation of the Supplier be necessary, the Purchaser shall inform the Supplier of this without delay. In addition, the Customer shall inform the Supplier of all material circumstances that are relevant in the context of the widest possible protection of the Supplier's property. In particular, it shall provide the Supplier with all documents and information necessary to enforce these property rights. The provisions of this clause 3 shall apply accordingly if, according to the legal system at the place where the delivery item is located, a reservation of title cannot be effectively agreed, for obtaining a legal position of the Supplier which effectively protects its interests and claims in an equally effective or otherwise suitable manner, insofar as this is legally possible.
4. The processing or transformation of the delivery item by the customer is always carried out for the supplier as manufacturer. In this case, the expectant right of the purchaser to the delivery item shall continue in the transformed item. If the delivery item is processed with other items not belonging to the Supplier, the Supplier shall acquire co-ownership of the new item in the ratio of the objective value of the delivery item to the other processed items at the time of processing. The same shall apply in the event of mixing. Clause 3 and this Clause 4 shall also apply mutatis mutandis in cases in which the Purchaser has carried out processing or mixing within the Federal Republic of Germany and subsequently takes the new item abroad.
5. The customer must inform the supplier immediately if the delivery item or the complete item manufactured using the delivery item should be the subject of seizure, confiscation, other dispositions or interventions by third parties or state bodies, so that the supplier is in a position to assert its rights arising from the retention of title to the delivery item or the complete item.
6. In the event of breach of contract by the customer, in particular default of payment, the supplier shall be entitled to take back the delivery item after issuing a reminder and the customer shall be obliged to surrender it, provided that the customer has not yet effectively disposed of the delivery item in accordance with clause 2. The assertion of the retention of title and the seizure of the delivery item by the Supplier shall not be deemed a withdrawal from the contract.
7. The filing of an application for the opening of insolvency proceedings entitles the supplier to withdraw from the contract and to demand the immediate return of the delivery item.

## VI. Warranty

For material defects and defects of title in the delivery, the supplier shall provide the following warranty to the exclusion of further claims - subject to Section VII:

### Material defects

1. All those parts which prove to be defective as a result of a circumstance prior to the transfer of risk shall be repaired free of charge at the discretion of the supplier. The discovery of such defects must be reported to the supplier immediately in writing. Replaced parts shall become the property of the supplier.
2. The customer shall, after consultation with the supplier, give the supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which the supplier deems necessary; otherwise the supplier shall be released from liability for the resulting consequences. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case the Supplier must be notified immediately, shall the Purchaser have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Supplier.
3. Of the costs arising from the repair or replacement delivery, the supplier shall bear - insofar as the complaint proves to be justified - the costs of the replacement part including shipping as well as the reasonable costs of removal and installation, furthermore, if this can be reasonably demanded in the individual case, the costs of any necessary provision of his fitters and assistants.
4. If the Supplier has not performed or has not performed in accordance with the contract within the period set by the Purchaser, the Supplier may request the Purchaser to declare whether it still insists on the performance of the service, setting a reasonable deadline. The Supplier shall not be obliged to perform until the Purchaser has made a decision. If there is only an insignificant defect, the Purchaser shall only be entitled to a reduction of the contract price. The right to reduce the contract price shall otherwise be excluded.
5. No warranty is assumed in the following cases in particular: Unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences - insofar as they are not the responsibility of the supplier.
6. If the customer or a third party carries out improper repairs, the supplier shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without the prior consent of the supplier.

### Deficiency in title

7. If the use of the delivery item leads to an infringement of industrial property rights or copyrights in Germany, the supplier shall, at its own expense, procure the right for the purchaser to continue using the delivery item or modify the delivery item in a manner reasonable for the purchaser 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, the customer shall be entitled to withdraw from the contract. Under the aforementioned conditions, the Supplier shall also be entitled to withdraw from the contract. In addition, the Supplier shall indemnify the Purchaser against any undisputed or legally established claims of the owners of the industrial property rights concerned.
8. Subject to section VII.2, the obligations of the supplier stated in section VI. 7 are conclusive in the event of infringement of property rights or copyrights.

### They only exist, if

- the Purchaser informs the Supplier immediately of any asserted infringements of industrial property rights or copyrights,
- the Purchaser supports the Supplier to a reasonable extent in the defense against the asserted claims or enables the Supplier to carry out the modification measures in accordance with Section VI. 7,
- the Supplier reserves the right to take all defensive measures, including out-of-court settlements,
- the defect of title is not based on an instruction of the Purchaser and
- the infringement of rights was not caused by the fact that the Purchaser modified the delivery item without authorization or used it in a manner not in accordance with the contract.

## VII. Liability

If the delivery item cannot be used by the customer in accordance with the contract due to the fault of the supplier as a result of omitted or faulty execution of suggestions and advice given before or after conclusion of the contract or due to the breach of other contractual ancillary obligations - in particular instructions for operation and maintenance of the delivery item - the provisions of Sections VI and VII.2 shall apply accordingly, excluding further claims by the customer.

1. The supplier shall only be liable - irrespective of the legal grounds - if the damage has been caused by culpable breach of a material contractual obligation in a manner that jeopardizes the achievement of the purpose of the contract or is attributable to gross negligence or intent on the part of the supplier. If the Supplier is liable for the breach of an essential contractual obligation without negligence or intent, liability shall be limited to the extent of the damage which the Supplier could typically expect to occur at the time of conclusion of the contract on the basis of the circumstances known to him at that time. Claims for damages under the Product Liability Act, due to fraudulent concealment of defects, due to the guarantee of their absence and due to injury to life, limb and health shall remain unaffected.
2. The supplier's liability - irrespective of the legal grounds - shall in any case be limited to a maximum of the value of the goods delivered; no further claims for damages may be asserted.
3. Any liability of the supplier - irrespective of the legal grounds - is also excluded if the goods are used in safety-critical areas (e.g. nuclear power plants, hospitals, etc.).

## VIII. Limitation period

Claims of the customer due to delivery of defective products shall become time-barred after 12 months. The statutory periods shall apply to intentional or fraudulent conduct and to claims under the Product Liability Act. They shall also apply to defects in a building or to delivery items that have been used for a building in accordance with their normal use and have caused its defectiveness.

## IX. Software usage

If software is included in the scope of delivery, the customer shall be granted a non-exclusive right to use the software supplied, including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited. The customer may only reproduce, revise, translate or convert the software from the object code into the source code to the extent permitted by law (§§ 69 a ff. UrhG). The Customer undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the prior express consent of the Supplier. All other rights to the software and the documentation, including copies, shall remain with the Supplier or the software supplier. The granting of sublicenses is not permitted.

## X. Applicable law, place of jurisdiction

1. All legal relationships between the supplier and the customer shall be governed exclusively by the law of the Federal Republic of Germany applicable to legal relationships between domestic parties.
2. The place of jurisdiction shall be the court responsible for the Supplier's registered office. However, the Supplier shall be entitled to bring an action at the Purchaser's principal place of business.

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