

# General terms and conditions

of MODUL MT Verzahntechnik GmbH, Schulstr. 63, D - 09125 Chemnitz

Issue: 08/2025

These terms and conditions form are an integral part of all offers, contracts and order confirmations.

## 1 Scope

- a) The General Terms and Conditions (GTC) of MODUL MT Verzahntechnik GmbH (hereinafter referred to as MODUL) are intended for use with
- a natural or legal person or a partnership with legal capacity that, upon conclusion of the contract, is acting in the exercise of its commercial or independent professional activity (entrepreneur);
  - legal entities under public law or a special fund under public law
- b) Unless expressly agreed otherwise in writing, all deliveries and services of machines, their accessories, and services for machines are subject exclusively to our General Terms and Conditions below. Deviations or supplementary terms and conditions of the customer are only valid if expressly acknowledged by us in writing.
- c) Our General Terms and Conditions shall also apply if MODUL, in knowledge of contradictory or deviating terms of a customer, carries out a delivery or service.
- d) The customer acknowledges these General Terms and Conditions as binding, even if their order or prior correspondence contradicts them and refers to their own terms and conditions. These General Terms and Conditions also apply to all subsequent transactions with the customer. Unless otherwise agreed, they also apply to the delivery of spare parts and assembly work.

## 2 Offer, conclusion of contract

- a) Our offers, as well as the accompanying documents, are only binding for the conclusion of a contract if they are expressly designated as binding offers. Otherwise, our offers are subject to change without notice. Technical changes as well as changes in form, colour and/or weight are reserved within reasonable limits.
- b) By placing an order, the customer declares their binding intention to purchase the ordered goods. A binding contract is legally effective when MODUL confirms it in writing or electronically with an order confirmation, which has been received by the customer. Unless expressly agreed otherwise, the contract is concluded subject to the correct and timely delivery by our suppliers. This only applies if the non-delivery is not our responsibility, in particular if a congruent hedging transaction has been concluded with our supplier. The customer will be informed immediately of the unavailability of the service. Any consideration already provided will be refunded.
- c) If the customer orders electronically, we are not obligated to confirm the order electronically. MODUL is also not obligated to provide technical means that would enable the customer to identify and correct input errors before submitting their order. Furthermore, we are not obligated to provide the customer with specific information about the contract electronically before submitting their electronic order. Please note that our standard contractual terms and conditions, including our General Terms and Conditions, can

be found on the MODUL website at [www.modul-mt.com](http://www.modul-mt.com). If we confirm the electronic order with an electronic order confirmation, the contractual provisions of this order are stored in a retrievable and reproducible form.

## 3 Scope of performance

- a) Our written or electronic order confirmation shall be the sole and binding order for the scope of delivery. Any additions, ancillary agreements, or changes will also be confirmed by MODUL in writing or electronically.
- b) All documents underlying the order confirmation, such as calculations, drawings, estimates and technical information, are to be understood as approximate values only and do not constitute a guarantee promise in the legal sense, unless they are expressly designated as such in the order confirmation.
- c) Partial deliveries are permitted.
- d) MODUL may make technical changes that result in improvements, provided that these do not result to price increases.
- e) Offer documents, plans, drawings, cost estimates, and all technical documentation - including in electronic form - are to be treated as trade secrets and may not be passed on, published, copied, or made available in writing to third parties. They must be re-turned or deleted upon request. The same applies to provided software.

## 4 Price, payment, default of payment

- a) The prices offered are binding and, unless otherwise agreed, are ex works Chemnitz, uninsured, and exclude loading and packaging. Value added tax at the applicable statutory rate is added to the prices.
- b) Unless otherwise agreed, payment is to be made without any deductions to the payment office specified by MODUL, at the latest within 10 days, as follows:
- 30% deposit after receipt of order confirmation,
  - 60% on delivery and
  - 10% upon final acceptance.
- c) The partial amounts become due upon receipt by the customer of our invoices issued in accordance with no. 4 section b and are then payable immediately.
- d) Payment default occurs with a reminder after the due date, without a reminder 10 days after the due date.
- e) During the period of default, the customer shall pay interest on the monetary debt at the statutory defined rate. MODUL reserves the right to prove and claim higher damages caused by the default.
- f) The retention of payments or the offsetting of any counterclaims of the customer that are disputed by MODUL are not permitted unless they have been legally established.

- g) If we become aware of a significant deterioration in the customer's financial situation, MODUL may, in deviation from no. 4 section b, demand advance payment or security deposit, in whole or in part, or withdraw from the contract.

#### 5 Sample material and measurement equipment

The customer must provide both the sample material required for setting up the machines in sufficient quantities and the measuring instruments required for testing the parts free of charge and deliver them to MODUL no later than the date specified in the order confirmation (date of arrival). The costs of delivery (freight, customs clearance, insurance, taxes, and duties of any kind) will be borne by the customer.

#### 6 Delivery time, delay in delivery

- a) The delivery time shall be determined from the agreements between the contracting parties. Compliance by MODUL requires that all commercial and technical issues between the contracting parties have been resolved in a timely manner and that the customer has fulfilled all of its obligations, such as providing the necessary technical or official documents or permits, as well as sample parts, blanks, and measuring instruments, or making a down payment. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if MODUL is responsible for the delay.
- b) Compliance with the delivery deadline is subject to correct and timely delivery to us.
- c) The delivery deadline is met if the delivery item has left the MODUL factory in Chemnitz by the deadline or if readiness for dispatch has been reported. If acceptance is required, the acceptance date shall be decisive, or alternatively, the notification of readiness for acceptance shall be decisive – unless there is a justified refusal of acceptance.
- d) The delivery deadline shall be extended appropriately in the event of labour disputes, in particular strikes and lock-outs, as well as in the event of unforeseen obstacles beyond MODUL's control, and obstacles that demonstrably have a significant impact on the completion or delivery of the goods. This also applies if these circumstances arise at MODUL's subcontractors. MODUL shall not be held responsible for the aforementioned circumstances even if they arise during an existing delay. MODUL will inform the customer of the beginning and end of such obstacles as soon as possible in important cases.
- e) No compensation for delay is owed for delayed deliveries from third-party suppliers that were stipulated by the customer or agreed upon with him.
- f) If shipment or completion is delayed due to circumstances attributable to the customer, the customer is nevertheless obligated to make the payments dependent on the original delivery date. MODUL is then entitled to store the goods and may charge at least 0.5% of the sales price per month as storage costs. MODUL is entitled to claim demonstrably higher costs.
- g) In the event of any delay by the customer in fulfilling its contractual obligations, MODUL is entitled, in addition to the claims under no. 6 section f, after the unsuccessful expiry of a reasonable grace period, to dispose of the goods elsewhere and/or to supply the customer within a reasonable extended period and/or to withdraw from the contract and demand compensation for the damages incurred

because of the non-performance. Damages are deemed to amount to 20% of the order value, subject to proof of further damages. The damages will be offset against any advance payment already made. This provision also applies in the event of contract withdrawal for a delivery order that is already in production. The customer has the right to prove that no such damages, or damages of this amount, have occurred.

#### 7 Transfer of risk

- a) The risk of accidental loss or damage to the goods passes to the buyer upon delivery, or, in the case of a sale involving shipment, upon delivery of the goods to the carrier, freight forwarder, or other person designated to carry out the shipment. This also applies if partial deliveries are made or if MODUL has assumed other obligations, such as shipping costs, delivery, installation, and setup.

At the customer's request and expense, MODUL will insure the shipment against theft, breakage, transport damage, fire, water damage, and other insurable risks.

- b) If shipment is delayed due to circumstances attributable to the customer, the risk passes to the customer from the date the goods are ready for shipment. From this point on, the goods will be stored at the customer's expense and risk. However, MODUL is obligated, at the customer's request and expense, to procure any insurance policies the buyer requires.
- c) Delivered items must be accepted by the customer without prejudice to his warranty rights, even if they have minor defects.

#### 8 Retention of title

- a) MODUL retains title to the delivered goods until all claims arising from the ongoing business relationship have been settled in full. The customer is obligated to provide MODUL with a document, upon request, proving the agreed retention of title to the goods and to hand this document over to MODUL.

At MODUL's request, and also in the event of the customer filing for insolvency, the goods subject to retention of title must be visibly marked externally with "Property of MODUL MT Verzahntechnik GmbH".

- b) Der The customer is obligated to handle the goods with care. If maintenance and inspection work is required, the customer must carry this out continuously at their own expense.
- c) MODUL is entitled to insure the delivered item at the customer's expense against theft, breakage, fire, water damage and other damages, unless the customer has demonstrably taken out the insurance himself.
- d) The customer may neither pledge nor assign the delivered item as security. In the event of attachment, seizure, or other disposition by third parties, the customer must notify MODUL immediately.
- e) MODUL is entitled to withdraw from the contract and demand the return of the delivered item if the customer breaches the contract, in particular in the event of default of payment or in the event of a breach of an obligation under no. 8 section a to d of these provisions.

- f) The customer is entitled to resell the delivered goods in the ordinary course of business. The customer hereby assigns to us all claims against third parties arising from such resale up to the amount of the invoice. MODUL accepts this assignment. Following the assignment, the customer is authorized to collect the receivables. MODUL reserves the right to collect the receivables itself if the customer fails to meet its payment obligations and falls into arrears.
- g) The processing and transformation of the delivered goods by the customer is always carried out in the name and on behalf of MODUL. If processing is carried out with items not belonging to us, MODUL acquires co-ownership of the new item in proportion to the value of the goods delivered by MODUL relative to the other processed items. The same applies if the delivered goods are mixed with other items not belonging to MODUL.
- 9 Acceptance**
- a) Unless otherwise agreed, machine acceptance will take place as a preliminary acceptance after notification of readiness for shipment at MODUL's premises, and as a final acceptance after installation and setup at the customer's site. The customer is solely responsible for ensuring that the structural requirements for the installation and commissioning of the delivered item are met at their site. Furthermore, acceptance will be governed by MODUL's machine acceptance procedure and recorded in a protocol. In the event of a failed acceptance, MODUL has the right to inspect the delivered item and rectify any deficiencies within a reasonable timeframe before conducting a new acceptance inspection.
- b) Minor defects or malfunctions that do not significantly impair the machine's functionality will be rectified by MODUL as soon as possible. The customer may not refuse acceptance due to such defects.
- c) Acceptance is deemed to have occurred if the inspection is not carried out for reasons beyond MODUL's control, or if the customer refuses acceptance without justification. In this case, acceptance is deemed to have occurred at the point in time when MODUL has notified the customer in writing that the machine is ready for acceptance, or when the customer could first put the machine into operation. Furthermore, acceptance is deemed to have occurred in any case if the customer has put the contractual item into operation without reservation.
- 10 Warranty and non-performance**
- a) MODUL shall, to the exclusion of any further claims, initially remedy any defects in the delivered goods at its own discretion by repair or replacement. All parts that prove to be defective due to a circumstance existing prior to the transfer of risk shall be repaired or replaced free of charge. Such defects must be reported to MODUL in writing without undue delay. Replaced parts become the property of MODUL and must be returned.
- b) The customer must grant MODUL the necessary time and opportunity to carry out all remedial actions deemed necessary by MODUL after consultation with MODUL; otherwise, MODUL is released from liability for any resulting consequences. Only in urgent cases where operational safety is at risk or to avert disproportionately large losses, and provided MODUL is notified immediately in writing, does the customer have the right to remedy the defect himself or have it remedied by a third party and to demand reimbursement of the necessary expenses from MODUL.
- c) The customer must notify us in writing of any obvious defects immediately, but no later than 2 weeks after receipt of the goods; otherwise, the assertion of the warranty claim is excluded. Timely dispatch is sufficient to meet the deadline. The customer bears the full burden of proof for all prerequisites for a claim, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notification of defects.
- d) MODUL shall bear the costs of the replacement part, including shipping, as well as the reasonable costs of removal and installation, and, if reasonably required under the circumstances of the individual case, the costs of providing its fitters and assistants, if necessary, of the costs incurred by the subsequent performance – insofar as the complaint proves to be justified.
- e) If the subsequent performance fails, the customer can, in principle, choose between a reduction of the remuneration (abatement) or cancellation of the contract (withdrawal). However, in the case of only minor breaches of contract, in particular minor defects, the customer is not entitled to withdraw from the contract.
- f) If, due to a legal or material defect, the customer chooses to withdraw from the contract after failed subsequent performance, he is not entitled to any additional claim for damages due to the defect. If, after failed subsequent performance, the customer chooses to claim damages, the delivered item remains with the customer if this is reasonable for him. The compensation is limited to the difference between the purchase price and the value of the defective item. This does not apply if MODUL has caused the breach of contract fraudulently.
- g) The warranty period is 1 year from delivery of the goods. This does not apply if the customer has not notified us of the defect in a timely manner (no. 10 section c) of these provisions).
- h) No warranty is given in particular in the following cases: 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, electronic or electrical influences – unless these are the responsibility of MODUL.
- i) The only agreed-upon specification of the delivered item is the product description provided by MODUL in the order confirmation. Public statements, advertisements, or promotional materials do not constitute a contractual specification of the delivered item's condition.
- j) MODUL does not provide any legally binding guarantees to the customer. Manufacturer warranties by Third parties remain unaffected by this.
- k) The aforementioned provisions regarding warranty due to a material defect also apply mutatis mutandis to warranty due to a legal defect.
- 11 Liability**
- a) MODUL shall only be liable for damages not caused by the delivered goods themselves – regardless of the legal basis – in cases of intent, gross negligence by bodies or its senior management, culpable injury to life, body, or health,

defects fraudulently concealed or whose absence MODUL has guaranteed, and defects in the delivered goods to the extent that liability exists under the Product Liability Act for personal injury or property damage to privately used items. In the event of a culpable breach of essential contractual obligations, MODUL shall also be liable for gross negligence on the part of non-managerial employees and for ordinary negligence, in the latter case limited to the typical, reasonably foreseeable, direct average damage. MODUL shall not be liable for ordinary negligence in the breach of non-essential contractual obligations. Further claims are excluded.

- b) Claims for damages by the customer due to a defect become statute-barred one year after delivery of the goods. This does not apply if MODUL is guilty of fraudulent concealment.

#### 12 Software Use

- a) If software is included in the delivery, the customer is granted a non-exclusive right to use the delivered software, including its documentation. It is provided for use on the designated delivery item. Using the software on more than one system is prohibited.
- b) The customer may only reproduce, modify, translate, or reverse engineer the software to the extent permitted by law (§§ 69a et seq. of the German Copyright Act). The purchaser agrees not to remove or alter any manufacturer information – in particular copyright notices – without the prior express consent of MODUL.

- c) All other rights to the software and documentation, including copies, remain with MODUL or the software supplier. The granting of sublicenses is not permitted.

#### 13 Applicable Law, Jurisdiction

- a) All legal relations between MODUL and the customer are governed exclusively by the law of the Federal Republic of Germany applicable to legal relations between domestic parties. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) do not apply.
- b) The exclusive place of jurisdiction for merchants within the meaning of commercial law, legal entities under public law, or special funds under public law is our registered office in Chemnitz. The same applies to persons who do not have a general place of jurisdiction in Germany or persons who, after conclusion of the contract, have moved their domicile or habitual residence outside of Germany, or whose domicile or habitual residence is unknown at the time the action is brought. However, MODUL is also entitled to bring an action at the customer's place of business.

#### 14 Final Provisions

- a) These Terms and Conditions are written in English and German. In case of discrepancies between the versions or ambiguities regarding the content or meaning of any provision of this agreement, the German version shall prevail.
- b) Should individually provisions of these Terms and Conditions be or become invalid, the validity of the Terms and Conditions as a whole shall not be affected.