

GENERAL TERMS

General Terms and Conditions of Tsubis GmbH

As of December 25

I. General Information / Scope

1. Our present – and future – offers, shipments and other services are subject exclusively to the following terms and conditions. The customers conditions of purchase are hereby expressly excluded.
2. The General Terms and Conditions shall be valid solely in respect of customers acting at the time of signing the agreement in a corporate capacity or in a capacity as self-employed professionals (entrepreneurs) as well as legal entities and special funds under public law.
3. The General Terms and Conditions shall also apply only to the extent that no other written agreements which deviate herefrom were concluded with the party to the contract. In other respects, the General Terms and Conditions also apply supplementary to written agreements with the party to the contract.

II. Conclusion and Object of the Agreement

1. Our quotations are subject to confirmation. Contracts are not binding until confirmed in writing by us. The sending of an invoice is equal to said order confirmation. The conditions set forth in the quotation or the order confirmation shall settle finally and exclusively the characteristics of performance.
2. Public statements of a seller, manufacturer, or any other third party (e.g. by presenting the order and characteristics of the product in public) contain no supplementary or modifying description of the goods that are authoritative for the contract. Statements made by TSUBIS in connection with the contract (e.g. specification of services, reference to DIN standards, etc.) imply no assumption of a warranty. In this case, only expressive written statements made by TSUBIS regarding the assumption of warranty are authoritative.
3. Supplemental agreements, verbal statements of an employee or sales representatives as well as modification of confirmed orders (including changes in the delivery items) must be confirmed by us in writing to be valid.
4. Subsequent modifications of the products aimed at technical progress are reserved, to the extent that they are reasonable for the customer from the standpoint of an objective third party.
5. Proprietary rights and copyrights to figures, drawings as well as other documents required for performance of the contract are not the object of this agreement unless stipulated in writing elsewhere. We expressly reserve such rights.
6. The customer assumes absolute liability for all documents, such as drawings, plans, etc., that he makes available to us; in particular he shall also ensure that third-party rights are not infringed upon by their use. The customer shall also indemnify and hold harmless TSUBIS against any and all claims of third parties.
7. TSUBIS assumes no procurement risk, correct and timely self-delivery is reserved (see item V/2).

III. Prices and Terms of Payment

1. In the absence of specific agreements prices shall be ex work or warehouse plus package, dispatch and insurance and respective statutory value added tax. Prices shall only be applied for the respective order, i.e. not be applicable for orders in the past or in future. In the event of a major change of the factors that determine the price in the period between conclusion of the contract and delivery of the goods, we reserve the right to a corresponding price adjustment. This also applies to master and call-off agreements. Should the parties be unable to agree on the price adjustment, both parties may withdraw from the contract.
2. In case of agreed installation / assembly of the delivery item, invoicing shall take place by hourly rate plus per diem and travel expenses according to the valid price list, provided a flat rate was not agreed in writing. Travel time is considered as work time in this context. Assembly must be able to be executed unhindered in one continuous operation. Additional work and / or delays shall also be separately invoiced at an agreed flat rate based on the price list, provided we are not at fault for said work and / or delay.
3. Payments shall be effected, if not otherwise explicitly agreed upon, within 14 days after invoice date net cash without deduction.
4. Draft and check will only be accepted after previous agreement and only on account of performance and shall only be considered to be payment after unreserved crediting. Bank fees, discount charges, draft and other fees plus value added tax shall be charged to the customer according to private discount interest.
5. The customer is in arrears when he fails to make payment within 2 weeks after receiving the invoice. If the customer is in default, TSUBIS is entitled to demand interest on payments in arrears amounting to 9% above the basic interest rate as of the date of default. The contractual partners are at liberty to prove a higher or substantially lower factual damage. If a customer is in arrears with an obligation to perform stemming from the current or another order, we reserve the right at our discretion to hold back deliveries or to make said deliveries dependent on advance payment or on security. Our rights as set forth under item V/4 and the right to be entitled to charge due date interest of 3% p.a. above the basic interest rate, yet a minimum of 5% p.a. in case of a mutual trading operation right from due date shall remain unaffected.
6. In case of the existence of defects, the customer has no right of retention, unless the delivery is obviously defective; in such a case, the customer is only entitled to a right of retention to the extent that the amount withheld is in reasonable proportion to the defects and the anticipated costs of secondary performance (in particular the remedying of defects). The customer is further not entitled to assert claims and rights due to defects when he has not yet made due payments and the due amount is in a reasonable proportion to the value of the defective delivery.

IV. Reservation of Title

1. We reserve the right to the title of the goods delivered until complete fulfillment of all claims (including collateral claims, such as costs for exchange, interest) from the business connection with the customer.
2. The customer may sell the reserve goods within the orderly and usual business course, however may not pledge or assign them for security. In this case, the customer now already assigns to us all claims in the amount of the final invoice amount of the claim (including statutory value-added tax). We accept the assignment.
3. A processing or change of the reserve goods will always be done for us without any obligations arising therefrom. For the subject resulting from processing or change the same conditions also apply as for the goods delivered under reservation.

4. If the contract item is processed with other subjects not belonging to us, we acquire joint ownership of the new goods in the relation of the value of the contract item to the other processed subjects at the time of processing, including ancillary rights. The customer holds our jointly held property in safekeeping free of charge.
5. In case of delay of payment or if the customer infringes other substantial contractual duties, we shall be entitled to a temporary taking back of the reserve goods without serving notice. The exercise of the right to take back shall not represent a withdrawal from contract unless otherwise expressly agreed in writing.
6. On pledge or other attachments of third parties in connection with the sold goods the customer has to inform us without delay. Moreover, the customer must reimburse or indemnify us for costs that arise in connection with the release or return of the goods.
7. At the customer's request, we agree to release the reserve goods as soon as and as long as the realizable value of the securities does not exceed the claims to be secured by more than 20%.

V. Terms of Delivery and Default of Acceptance

1. If a delivery term is agreed, this shall begin with the date of our order confirmation, however, not before production of the documents, approvals, releases and complete clarification of technical questions to be answered by the customer and to be submitted by the customer, and details on the requested performance to be indicated by the customer.
2. Delivery term shall be extended – even within a delay – appropriately in case of force majeure and all unforeseeable obstacles occurring after conclusion of contract. This shall also apply if these circumstances occur at preliminary suppliers or delivery delays are a result of not properly conducted self-delivery (item II/7). We will inform the customers about the beginning and the end of such obstacles without delay. If such obstacle lasts longer than three months or it is determined that it will last more than three months, both the customer and we can withdraw from the contract. In the event of partial delivery, the right to withdrawal is limited to the part not yet fulfilled, unless part performance is unreasonable for the customer. In the event of withdrawal, we shall immediately refund the customer the applicable consideration.
3. Given a valid interest, such as e.g. a first-time order by the customer or delays in payment in the past, etc. we may make delivery dependent on cash in advance.
4. If the customer is in arrears with the acceptance of contract items or payment, we can withdraw from the contract after reminder and fruitless expiry of an appropriate additional respite defined by us or request damages due to non fulfillment. On enforcement of claims for damages due to non fulfillment we can demand compensation without proving this in the amount of 20 % of the purchase price if the contract item is part of mass production or standard production to be allowable, or in the amount of 100 % of the purchase price if this contract item is a custom-built production according to specific customer requests and we had expenditure due to the production of the readiness to deliver. The contractual partners are at liberty to prove a higher or substantially lower factual damage. Irrespective of this the regulations stipulated by law shall also remain unaffected for the ascertaining of damages if the contract has already been completely fulfilled by us. Moreover, we are also entitled to charge for accruing additional work, in particular, warehousing costs, in the event the customer delays acceptance.

VI. Delivery, Dispatch and Passing of Risk

1. All shipments shall be at the customer's invoice and at the customer's risk. If no other agreements were made with regard to the mode of dispatch, we may determine the appropriate mode of dispatch at our own discretion (without warranty for the safest, fastest and most inexpensive transportation).
2. Part delivery and performance shall be admissible to some reasonable extent.
3. On deliveries to another member state of the European Union, the customer shall be obliged to inform us prior to dispatch about the applicable VAT identification number for this delivery and the customer's branch of industry. This shall also apply correspondingly when involving further states into the regulations authoritative for this provision.
4. In terms of deliveries the risk (irrespective of who bears the cost of shipment) passes to the customer at the point in time when a delivery leaves our work or warehouse. This also applies to partial deliveries. If the dispatch is delayed due to circumstances we do not have to represent, the risk passes to the customer on the day of readiness for dispatch.
5. Provided no other written agreement exists, the goods are on principle insured at the customer's expense against damage during transport. In the event of damage or loss, we assign the claims from the insurance to the customer concurrently upon the customer rendering the contractual performance (including reimbursement of the insurance premium).

VII. Warranty and Liability

1. In case of a purchase which is a commercial business for both parties the customer has to inspect and give notice of any kind of defect to us within eight workdays – except hidden defects (Saturday is not considered to be workday) after delivery in writing. The same shall apply for hidden defects; otherwise the goods are considered to be approved despite these defects.
2. Claims for defects do not exist in the event of irrelevant variation from the agreed condition and quality or in the event of irrelevant impairment of the fitness for use, further in the event of a delivery which TSUBIS procured from a third party and delivered to the customer unchanged; TSUBIS agrees, however, to assign claims against the third party to the customer. There shall also be no warranty obligation for normal wear and tear, in particular, with regard to wearing parts, as well as for damage or malfunction of the goods that are due to improper handling or use under unsuitable operating conditions. Liability in accordance with Ziffer angeben is unaffected herefrom.
3. Complete units comply with FTZ/A guidelines. Should legal, government, or other operating or safety regulations be required, compliance thereto is incumbent on the customer.
4. In any case TSUBIS has the right to choose between remedying of defects and a new delivery. Subsequent performance is considered to have failed at the earliest after three unsuccessful attempts. In this case, the customer shall be entitled to a rescission of contract or the diminution of the purchase price, the terms and conditions of item V/2, sentence 5 shall apply accordingly. In other respects, the customer can only demand compensation in accordance with item VIII/7.
5. The customer shall bear the expenses necessary for the purpose of subsequent performance to the extent that the costs increase as a result of the shipment being transported to another location. The customer shall consequently in particular bear the cost of transport and assume the risk of accidental loss or destruction of the goods sold and of the accidental deterioration of said goods. The customer must return goods

complained about as soon as substitute goods have been delivered for the purpose of subsequent performance.

6. The warranty expires as soon as the customer modifies the object of the contract or allows modifications to be made by third parties unless the customer proves that no causation exists between the modification made and the defect which occurred.
7. The customer's claims for damages and compensation for expenses, are excluded regardless of the cause in law, in particular due to a failure to comply with the duties arising from the obligation (by TSUBIS, a representative, or a vicarious agent) or due to a tortuous act, and in other respects are limited to cases of damage caused intentionally or by gross negligence. This shall only apply, however, to the extent that liability is not mandatory by law (e.g. in accordance with the Product Liability Act, in the event of intent, fraudulent concealment or non-disclosure of a defect, due to personal or fatal injury or injury to health). Subject to the mandatory legal elements constituting liability by law, we are consequently also not liable for damages not incurred on the object of delivery itself, for lost profits or other financial losses incurred by the customer and in other respects also only for contractually anticipated damages. Claims for damages are limited in amount to the value of the goods in the cases permitted by statute.
8. Warranty and all other claims of the customer become time-barred after 12 months (3rd party goods 3 month) from the day of the passing of the risk, in claims permitted by statute, however, as per the respective provision of the statute.

VIII. Brand Identification and Export

1. A change of the brand identification on the goods by the customer or a third party is inadmissible insofar as it has not been otherwise agreed in writing.
2. All products we deliver are to remain in the country of delivery agreed with the customer. The re-export of products is subject on principle to the Foreign Trade and Payments Ordinance of the Federal Republic of Germany or the country of origin, respectively, and may require a permit for the customer. The customer must inform himself about these regulations.

IX. Purchase on a Trial base

1. In the event of agreed deliveries of sample and test equipment, the customer may rescind the contract within the agreed deadline by submitting a statement of disapproval.
2. The customer shall bear the cost of return of the object of the contract. Notification of return shipments must be given in advance in writing. The danger of accidental loss or accidental deterioration of the returned goods does not pass to us until the delivery of the goods.

X. Compliance with Chemical and Environmental Regulations (RoHS, REACH, POP, PFAS/PFOS)

1. New Products All parts newly manufactured or newly marketed by the seller for industrial machines comply – to the extent required by law – with the applicable requirements of
 - EU Directive 2011/65/EU (RoHS) including all amending directives,
 - Regulation (EC) No 1907/2006 (REACH),

- Regulation (EU) 2019/1021 on persistent organic pollutants (POP Regulation), and
 - current restrictions on per- and polyfluoroalkyl substances (PFAS/PFOS), particularly within REACH Annexes or specific EU measures.
2. **Older or Used Spare Parts** Within its business model, the seller also offers older spare parts, stock clearance items, or used components that were manufactured before the effective date of the aforementioned regulations or their respective substance restrictions. Such parts may not fully meet the current requirements of these legal provisions.
 3. **Legality of Sales** The sale of such older or used spare parts is conducted in accordance with the applicable EU law exemptions and transitional rules, in particular pursuant to:
 - Article 2(2) and (3) of the RoHS Directive, according to which spare parts for repair, maintenance, or servicing of electrical and electronic equipment, placed on the market before the entry into force of the respective substance restriction, may continue to be used;
 - the grandfathering provisions of REACH and POP Regulation, where applicable. The seller expressly notes that these exemptions apply exclusively to commercial users (B2B) and are not intended for end consumers.
 4. **Information and Consent of the Buyer** The buyer confirms that he is informed about the industrial context and the potential non-compliance with current chemical restrictions for older spare parts. By ordering such parts, the buyer expressly agrees to their use under the mentioned conditions and undertakes not to supply them to end users or use them outside the permissible scope (e.g., in repairs of legacy plants).
 5. **Limitation of Liability** The seller does not warrant the conformity of older or used spare parts with the current RoHS, REACH, POP, or PFAS/PFOS requirements. The seller's liability for damages arising from the use of such parts is, to the extent legally permissible, excluded.
 6. **Support** Upon request and where technically and economically feasible, the seller will provide additional information about the origin, manufacturing date, or composition of the delivered parts.

XI. Jurisdiction, Place of Performance, Applicable Law

1. The sole jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Munich, provided the customer is a general merchant who has been entered in the commercial register. This shall also apply if jurisdiction for the customer is abroad or was moved abroad after conclusion of the contract.
2. The place of performance for all obligations, provided no other agreement was made, is Munich.
3. The laws of the Federal Republic of Germany shall apply exclusively.

Data Protection

Privacy Policy Statement for www.tsubis.com
foreword

The operators of www.tsubis.de take the protection of private data seriously. Special attention to privacy in the processing of personal data is an important concern. Personal data is used in accordance with the provisions of the Federal Data Protection Act BDSG; The operators of this website are committed to confidentiality. These websites may contain links to websites of other providers to which this privacy policy

does not extend. Further important information can be found in the General Terms of Use.

1. Personal data

Personal information is information that can be used to learn the identity. This includes information such as name, address, postal address, telephone number. Information that is not directly related to the real identity (such as favorite websites or number of users of a site) is not covered.

You can basically use our online offer without disclosing the identity. If one decides to register, ie registers as a member (registered user), one can deposit personal information in the individual user profile. It is up to you to decide whether this data is entered. Since it is attempted to collect as little personal data as possible in order to use the service, registration of a name – under which you are a member and which does not have to match the real name – is sufficient for a registration. Mail address to which the password is sent. In connection with the access to our pages server-side data (for example IP address, date, time and viewed pages) are stored. There is no personal utilization. The statistical analysis of anonymous data records remains reserved. We use the personal data for purposes of technical administration of the web pages and for customer administration only to the extent required. In addition, personal information will only be stored if it is provided voluntarily.

2. Disclosure of personal data

We use personal information only for this website. We do not share the information with third parties without our express consent. If data is to be passed on to service providers within the scope of order data processing, these are bound by the Federal Data Protection Act BDSG, other statutory provisions and this Privacy Policy. Surveys or transfers of personal data to state institutions and authorities are only possible within the framework of mandatory legal provisions.

3. Use of cookies

We use cookies – small files with configuration information. They help to determine user-specific settings and to implement special user functions. We do not collect personal information about cookies. All features of the site are usable without cookies, but some custom properties and settings are not available.

4. Google Analytics

“This website uses Google Analytics, a web analytics service provided by Google Inc. (“Google”). Google Analytics uses so-called “cookies”, text files that are stored on your computer and that allow an analysis of the use of the website by you. The information generated by the cookie about your use of this website is usually transmitted to a Google server in the USA and stored there.

However, if IP anonymisation is activated on this website, your IP address will be shortened by Google beforehand within member states of the European Union or other parties to the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be sent to a Google server in the US and shortened there. IP anonymization is active on this website. On behalf of the operator of this website, Google will use this information to evaluate your use of the website, to compile

reports on website activity and to provide other services related to website activity and internet usage to the website operator.

The IP address provided by Google Analytics as part of Google Analytics will not be merged with other Google data. You can prevent the storage of cookies by a corresponding setting of your browser software; however, please note that if you do this, you may not be able to use all the features of this website to the fullest extent possible. In addition, you may prevent the collection by Google of the data generated by the cookie and related to your use of the website (including your IP address) as well as the processing of this data by Google by downloading the browser plug-in available under the following link and install:

<http://tools.google.com/dlpage/gaoptout?hl=en>

5. Privacy Policy for the use of Google +1

Collection and dissemination of information:

Use the Google +1 button to publish information worldwide. The Google + 1 button will help you and others to get personalized content from Google and our partners.

Google stores both the information that you + 1'd for a piece of content and information about the page you viewed when you clicked +1. Your + 1's may appear alongside your profile name and photo in Google services, such as search results or in your Google profile, or elsewhere on websites and ads on the web.

Google records information about your + 1 activity to improve Google's services to you and others. To use the Google + 1 button, you need a globally visible, public Google profile that has at least the name chosen for the profile. This name will be used in all Google services. In some cases, this name may also replace a different name you used when sharing content through your Google Account. The identity of your Google Profile may be displayed to users who know your email address or have other identifying information from you.

Use of the information collected:

In addition to the uses outlined above, the information you provide will be used in accordance with applicable Google privacy policy. Google may publish summarized statistics about users' + 1 activity or share it with users and partners, such as publishers, advertisers, or affiliate websites.

6. Privacy statement for the use of Facebook plugins (like button)

On our pages plugins of the social network Facebook (Facebook Inc., 1601 Willow Road, Menlo Park, California, 94025, USA) are integrated. The Facebook plugins can be recognized by the Facebook logo or the "Like-Button" ("Like") on our site. An overview of the Facebook plugins can be found here:

<http://developers.facebook.com/docs/plugins/>.

When you visit our pages, the plugin establishes a direct connection between your browser and the Facebook server. Facebook receives the information that you have visited our site with your IP address. If you click on the Facebook "Like-Button" while you are logged into your Facebook account, you can link the contents of our pages to your Facebook profile. As a result, Facebook can assign the visit to our pages to your user account. We point out that we as the provider of the pages are not aware of the content of the data transmitted and their use by Facebook. Further information can be found in the facebook privacy policy at <http://de-de.facebook.com/policy.php>

If you do not wish Facebook to associate your visit to our pages with your Facebook user account, please log out of your Facebook user account.

7. Privacy Policy for the use of Twitter

Functions of the Twitter service are integrated on our sites. These features are provided by Twitter Inc., Twitter, Inc. 1355 Market St, Suite 900, San Francisco, CA 94103, USA. By using Twitter and the “Re-Tweet” function, the websites you visit are linked to your Twitter account and shared with other users. This data is also transmitted to Twitter.

We point out that we as the provider of the pages are not aware of the content of the transmitted data and their use by Twitter. For more information, see the Twitter Privacy Policy at <http://twitter.com/privacy>.

You can change your privacy settings on Twitter in the Account Settings at <http://twitter.com/account/settings>.

8. children

Persons under the age of 18 should not submit any personal data to us without the consent of their parents or guardians. We do not solicit personal information from children, do not collect them and do not share them with third parties.

9. Right of withdrawal

If you have given us personal data, you can change and delete it at any time in the user profile. For a complete deletion of the account please contact the webmaster. Up to this time contributions in forums, comments, appointment announcements and articles remain however under certain circumstances received – information in addition also with the general conditions of use.

10. Links to other websites

Our online offer contains links to other websites. We have no control over their operators adhering to the privacy policy.

11. Posts

The articles on our site are accessible to everyone. Contributions should be carefully reviewed prior to publication for information that is not intended for the public. Posts may be captured on search engines and accessed worldwide without targeted access to this website.

12. Questions and Comments

For questions and for suggestions and comments on data protection please contact via e-mail to the webmaster of www.tsubis.de.