

**HARDINGE GMBH AND J.G. WEISSER SÖHNE GMBH & Co. KG**  
**GENERAL TERMS AND CONDITIONS OF SALE**

**1. Scope, no other conditions**

- 1.1 These General Terms and Conditions of Sale ("**GTC**") apply to all offers and contracts for deliveries and services ("**Transactions**") between us as supplier and customers who are professionals. "**We**" according to these GTC is – depending on the entity marked on our documents, communications, etc. – the Hardinge GmbH or the J.G. WEISSER SÖHNE GmbH & Co. KG. Within the framework of ongoing business relationships, these GTC shall also apply to future Transactions. These GTC shall also apply if no express reference is made to them. We reserve the right to amend these GTC at any time; the amendments shall then apply automatically.
- 1.2 These GTC always apply exclusively, i.e. we do not accept the customer's terms and conditions (whether deviating from these GTC or not) (even if we perform unconditionally with knowledge of the customer's terms and conditions), unless we have expressly agreed to their validity in writing.

**2. Product documents, examination requirement, reservation of rights, confidentiality, property rights**

- 2.1 Our documents, illustrations, drawings, details of performance, weights and dimensions in catalogues, product sheets and/or on our website only represent approximate values. They are not indications regarding the quality of the goods unless they are expressly designated as binding. We reserve the right to make improvements and changes to the extent customary in commerce and reasonable for the customer.
- 2.2 Our technical drawings and/or descriptions must be checked by the customer. The inspection and confirmation shall be made by returning a copy with a confirmation note from the customer within two weeks of receipt by the customer. If the customer waives confirmation and/or return, this shall not release him from the obligation to check and the confirmation shall be deemed to have been made. Desired corrections must be communicated to us immediately and require our written confirmation. Additional costs incurred due to drawings and/or descriptions not being checked by the customer or not being checked in due time will be invoiced separately by us.
- 2.3 We exclusively reserve unrestricted ownership and all our (exploitation) rights to our offers, drawings, illustrations, models, plans and other documents as well as information in tangible and intangible form, in particular electronic form, as well as to all data, experience, know-how, inventions, industrial property rights, designs, samples and trademarks (all of the above "**Information**").
- 2.4 If the property rights of third parties are infringed in the course of deliveries according to drawings or other information provided by the customer, the customer shall be obliged to indemnify us against all claims.
- 2.5 Insofar as the customer has to procure documents, he is responsible for their completeness and correctness and for the timeliness of the procurement.

**3. Offers, conclusion of contract, information, cooperation and guarantees of the customer**

- 3.1 Our offers (including cost estimates, which are subject to a charge unless otherwise agreed) are, except in the case of clause 3 sentence 3, always subject to change. Our advice or recommendations are not binding unless explicitly designated as binding in writing. Assurances and guarantees must be made in writing by explicitly using these legal terms.
- 3.2 Changes to the technical design by us are also permissible after conclusion of the contract insofar as this does not result in a significant change in function or the customer proves that the change is unreasonable for him; unreasonableness shall not be considered if the change represents a technical improvement or is owed to generally accepted standards or statutory or official requirements.
- 3.3 An order of the customer (including verbal) only becomes a binding contract with an order confirmation from us (we can send such an order confirmation within two weeks in writing or by e-mail). In case of doubt, the type and scope of the transaction shall be determined by our order confirmation. In the absence of an order confirmation, the transaction shall be concluded on the terms of our offer if the customer accepts deliveries or services without reservation.
- 3.4 Changes to transactions after conclusion of the contract must be made in writing.
- 3.5 The customer shall inform us of all general and special circumstances for compliance with EU regulations or other legal requirements and shall provide us with comprehensive support in this respect (e.g. EAN, CE, RoHs, REACH, RED, ecodesign, WEEE, product safety, market surveillance regulation, packaging law, supply chain due diligence, conflict minerals, prevention of money laundering, transparency laws, etc.). This also applies to all requirements of US law.
- 3.6 For deliveries to EU countries, the customer is obliged to provide us with his VAT identification number at the time of the order; otherwise he will indemnify us against all consequences. In addition, the customer shall provide us with the necessary EU confirmation of receipt within one month of receipt of goods; otherwise the customer shall be obliged to pay us the statutory VAT in addition to the agreed purchase price. In the case of exports to countries outside the EU, the customer is obliged to provide us with the evidence required under applicable tax regulations immediately after delivery of the goods, otherwise the customer will indemnify us against the consequences.
- 3.7 All obligations of the customer arising from these GTC are contractual obligations and not mere duties. The Client warrants that it will comply with its contractual and cooperation obligations under these Terms and Conditions or any other duties and obligations.

- 3.8 Compliance with our obligations presupposes the proper fulfilment of all relevant obligations under these GTC and other possible duties and obligations by the customer.
- 4. Prices and terms of payment, default in payment, retention and set-off, electronic invoicing**
- 4.1 The prices quoted by us are EXW in accordance with Incoterms®2020 at our registered office, excluding packaging plus the value added tax valid on the day of invoicing.
- 4.2 We are entitled to invoice our services electronically. The customer agrees to the sending of invoices, credit notes and, if applicable, reminders by e-mail in pdf format and shall therefore be obliged to provide us with his e-mail address in order to ensure the receipt of these electronically sent documents.
- 4.3 Installation / commissioning shall be invoiced on a time basis, unless a fixed price has been expressly agreed.
- 4.4 Objections to invoices must be raised by the customer within 14 days of receipt of the invoice at the latest; otherwise the invoice in question shall be deemed to have been approved. Checks shall only be accepted on the basis of an explicit agreement and only on account of payment (not in lieu of the actual receipt of money), i.e. they shall only be deemed to be payment after final encashment with the value date of the day on which we can dispose of the equivalent value.
- 4.5 The deduction of a discount requires a special agreement. Payments shall be made to our account and the customer shall bear all costs of the payment transfer.
- 4.6 Unless otherwise stated in our order confirmation, the net purchase price (without deduction) is due immediately upon conclusion of the contract and must be paid at the latest within 30 days of receipt of the invoice before default automatically occurs. The default interest for claims for payment shall be ten percentage points above the respective base interest rate; we shall also be entitled to charge other default costs - also as a fixed sum in the amount of 40 EUR - unless the customer proves to us that lower costs have been incurred. We reserve the right to assert further damage caused by default. The termination of the default with the claim for payment shall not cause the claim to the fixed sum to lapse again.
- 4.7 In the event of default in payment, we shall also be entitled to withhold the further provision of deliveries and services and to make it dependent on the payment of all outstanding items by the customer and to generally switch to advance payment and/or demand securities; we shall also not be obliged to take further measures to comply with any delivery dates and quantities (e.g. purchasing, production preparation, etc.).
- 4.8 If, from the time of conclusion of the contract until the time of performance, the costs have increased by more than 5%, we may demand a correspondingly higher price. If this is 20% or more above the agreed price, the customer has the right to withdraw from the contract. This right must be asserted immediately after notification of the increased price. In the event of a reduction in the above-mentioned costs by more than 5%, we shall also take this into account in the price.
- 4.9 A right to refuse performance or a right of retention or a set-off by the customer is only possible with counterclaims from the same contractual relationship which have been legally established or are ready for decision or have been recognised by us.
- 4.10 We are entitled to withhold our delivery until the customer has paid if it is evident that the customer's willingness to perform or ability to perform is at risk; after setting a corresponding deadline for concurrent performance or provision of security, we may also withdraw from the contract under the statutory conditions and demand compensation for damages.
- 5. Delivery, delivery dates, reservation of self-delivery, partial deliveries, packaging, export/import, delay in delivery, delay in acceptance, force majeure, impossibility,**
- 5.1 Deliveries shall be made EXW at our registered office in accordance with Incoterms®2020. If goods are loaded onto the customer's means of transport by our employees, these shall be deemed to be vicarious agents of the customer and we may charge the customer for the costs incurred as a result.
- 5.2 Delivery dates are only binding if they have been expressly agreed in writing as binding; they are deemed to have been met if the goods have been dispatched or are ready for dispatch by their expiry and the customer has been notified of this. Compliance with stated delivery dates also presupposes the timely and proper fulfilment of all obligations of the customer; furthermore, it is subject to correct and timely delivery to ourselves, provided that we have taken measures that are reasonable in the course of business and we cannot be accused of gross negligence in the selection of the supplier(s) or the specific procurement. If delays become apparent, we shall inform the customer as soon as possible.
- 5.3 If we ourselves are not supplied although we have placed orders with reliable suppliers, we shall be released from our obligation to perform and may withdraw from the contract. We are obliged to inform the customer of the non-availability of the service and, in the event of our withdrawal, to immediately reimburse any consideration already paid by the customer.
- 5.4 We are entitled to make partial deliveries.
- 5.5 We do not take back packaging, the customer is responsible for the disposal of packaging in accordance with applicable law.
- 5.6 The customer is obliged to observe export and/or import conditions and restrictions. He will also provide us with all relevant information. Otherwise, he shall indemnify us against all consequences. If the customer becomes aware of circumstances that impede the export or import of the goods, he shall inform us thereof without delay. If the procurement of necessary export or import documents is uncertain, we are entitled to withdraw from the contract after setting another deadline of two weeks.
- 5.7 In the event of non-performance or delay on our part, the customer must set us a reasonable grace period with a duration of at least - unless there is imminent danger - half of the

original delivery period, but not less than 20 working days. The customer may then withdraw from the contract with effect for the unfulfilled transactions if the legal requirements are met; the customer may only withdraw from the contract with effect for partially fulfilled transactions if there is absolutely no interest in the partial delivery and performance. The customer is only entitled to claims for damages due to delay insofar as our liability is not excluded or limited in accordance with these GTC and even then these are limited to the damage foreseeable at the time of the conclusion of the contract, but in total to a maximum of 2% of the value of the outstanding partial or total delivery or service, insofar as this cannot be used by the customer in due time or in accordance with the contract as a result of the delay or non-delivery. We reserve the right to prove that the customer has not suffered any damage or only significantly less damage than the damage claimed.

- 5.8 If the non-delivery or non-observance of an agreed delivery date - even during a delay - is due to force majeure (e.g. war, sabotage, natural disasters, epidemics, pandemics, operational disruptions, fire, floods, storms, strikes, lockouts, political measures or official orders, embargoes, customs duties, worldwide transport problems, shortages of raw materials or primary materials or suppliers, etc.) or other circumstances for which we are not responsible, the delivery date shall be extended taking into account the delay caused by the events. This shall also apply if these circumstances occur at our suppliers or their sub-suppliers. In the event of such circumstances affecting us or our subcontractors/suppliers, we may invoke impossibility after a reasonable period of time. In this case, the customer shall not be entitled to any claims for damages against us.
- 5.9 If the delivery or service becomes impossible for us - even during the delay - (objectively or also subjectively in the case of disproportionate expenditure for us in relation to the price of our deliveries and services), the customer can withdraw from the contract without setting a deadline with effect for the unfulfilled transactions (this does not apply if the customer is solely or predominantly responsible for these circumstances). In such a case, we may also withdraw from the contract with effect for the unfulfilled transactions, provided that we are not responsible for the impossibility. In such cases, both parties may also withdraw from the contract with full effect for partially fulfilled transactions if there is absolutely no interest in the partial delivery and performance. In the event of impossibility for which we are responsible, the statutory liability provisions shall apply in accordance with these GTC.
- 5.10 If the customer is in default of acceptance (whereby fault on the part of the customer is irrelevant), the risk of accidental loss shall pass to the customer; if impossibility or inability on our part occurs during the default of acceptance, the customer shall remain obliged to counter-performance.
- 5.11 For the duration of a delay in acceptance (also in the case of delayed call-offs) by the customer, we are also entitled, without prejudice to other rights, to store the goods to be delivered

at the customer's expense (the same applies if we withhold delivery due to outstanding payments or a deterioration in the customer's financial situation); we may also commission a forwarding agent for the storage. In addition, we are entitled to charge a flat rate of at least 0.5% of the invoice amount for each calendar day or part thereof for the additional expenses incurred, up to a maximum of 10% of the agreed price for the goods in question. The customer is entitled to prove that no damage or lower damage has been incurred. We are entitled to compensation for other necessary additional expenses (such as insurance premiums) in the amount actually incurred; further statutory rights on our part remain unaffected.

- 5.12 In the event of the customer's delay, we may also request the customer to accept (or call) the goods and, after a reasonable grace period, withdraw from the contract and assert rights for non-performance; in the event of the customer's delay, this shall include a fixed sum compensation in the amount of 100% of the price in case of customized production and 25% in the case of standard products for the goods not accepted/called off - the customer retains the right to prove that no or only minor damage has been incurred. Our further claims remain unaffected by this.

## 6. Transfer of risk

- 6.1 Unless otherwise agreed, in the case of EXW Incoterms®2020, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer when we make the goods available for collection by the customer and notify him thereof. If in case of an assembly service an acceptance agreed, this shall be decisive for the transfer of risk of the work performance; in the case of delivered goods, the risk shall be transferred at the latest at the time of delivery. The handover or acceptance is equal to the default of acceptance by the customer.

## 7. Security, retention of title

- 7.1 For deliveries and services of EUR 25,000.00 or more, we are entitled to request from the customer an unconditional, unlimited and irrevocable security from a European bank or a bank letter of credit for payment of the price.
- 7.2 In the absence of such security, the goods shall remain our property ("**retention of title**") until all our claims arising from the business relationship have been settled in full. In the event of processing, we shall be entitled to pro rata ownership as retention of title to the result of the processing.
- 7.3 The resale of goods subject to retention of title may only take place in the ordinary course of business. With the resale, the customer assigns to us claims from the resale against the customer's buyer. We accept the assignment. In the event of processing, we shall be entitled to a share of ownership in the processed product corresponding to the value of our reserved ownership.
- 7.4 The customer is entitled to collect the assigned claims from the resale until our revocation, which is permissible in the event of default of payment by the customer. Insofar as our

claims against the customer are due, the customer shall be obliged to immediately transfer to us the amounts collected from its customers.

- 7.5 In the event of breach of contract by the customer, in particular in the event of default in payment or in the event of an enforcement measure by a third party due to inability to pay which has been fruitless, we shall be entitled, after issuing a reminder and setting a reasonable period for payment, to withdraw from the contract, to demand the return of the goods which are still our property due to the retention of title, to collect them and to claim damages if the customer is at fault. Supplementary, the statutory provisions shall apply.
- 7.6 The customer hereby declares his consent that the persons commissioned by us to collect goods subject to retention of title may enter and drive onto the storage location of the goods for this purpose.
- 7.7 The customer may neither pledge the goods nor assign them as security. The customer must notify us immediately of any seizures or other dispositions by third parties.
- 7.8 We shall be obliged to release the securities to which we are entitled at the customer's request to the extent that their realisable value exceeds our claims to be secured by more than 20%.

## **8. Warranty**

- 8.1 Material defects shall exist if deliveries and services deviate not completely insignificantly from the agreed target quality (other, e.g. objective, requirements recede behind) and we have caused this deviation.
- 8.2 Defects of title shall exist if deliveries and services are encumbered with third-party rights existing at our registered office at the time of delivery; however, they shall also be excluded if the customer has caused such infringements of rights by specifications, by an application not foreseeable by us or by changing deliveries and services or using them together with third-party deliveries and services.
- 8.3 We do not accept any liability for defects caused by unforeseeable or improper use, by the use of unsuitable operating materials, incorrect or negligent handling or storage, improper maintenance, spare parts, chemical, electrochemical or electrical influences or as a result of natural wear and tear or corrosion not resulting from a manufacturing defect.
- 8.4 We sell used equipment as viewed, excluding any warranty.
- 8.5 Immediately upon receipt of the goods, the customer shall inspect them for compliance with the contract, in particular for completeness as well as condition and, if applicable, transport damage. Visible deviations, defects and damage must be reported to us immediately and before processing or treatment and at the latest within 5 working days after receipt, hidden defects within the same period after discovery, by written notification with detailed explanation. Otherwise, the warranty shall be void. Transport damage must be noted on the consignment note and the delivery note and confirmed by the driver's signature.

- 8.6 In the event of material defects and defects of title, we shall provide warranty at our discretion by subsequent performance in the form of rectification or replacement delivery at our own expense at the place of the original delivery. We shall only bear the costs of installation and dismantling in the event of proportionality, i.e. up to a maximum of 15% of the net price of the delivery and service. The customer shall grant us the necessary time and opportunity to carry out the subsequent performance; otherwise, the warranty shall be void. Only in urgent cases of danger to operational safety or to prevent disproportionate damage (imminent danger) shall the customer be entitled to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from us in accordance with the law and these GTC after prior notification from us and enabling subsequent performance within a very short period of time.
- 8.7 If we refuse the rectification/replacement delivery (not only the assumption of installation and removal costs) or if it fails more than three times, the customer is entitled, at his discretion, to demand a corresponding reduction of the price (abatement) or, in the case of material defects, to declare the withdrawal from the purchase contract. Material defects are defects, which impair the suitability or value of the delivery in such a way that they cannot be used by the customer in accordance with the condition/use specified in the contract. For insignificant defects, only the reduction of the purchase price shall be considered in lieu of further statutory provisions in the event of defects not remedied by subsequent performance.
- 8.8 If the customer has a right to withdraw from the contract within the framework of the statutory provisions in accordance with these GTC, then the customer must declare within ten working days after the occurrence of the preconditions if he can and wishes to withdraw from the contract, otherwise he is only entitled to a reduction in price in addition to compensation for damages in accordance with these conditions. In the event of defective partial deliveries and services, the customer may only withdraw from the contract as a whole in accordance with the statutory provisions and these GTC if there is absolutely no interest.
- 8.9 Replaced goods shall become our property and the replacement goods shall only be covered by the warranty provisions of these GTC if the replacement was not only made as a gesture of goodwill. The customer must return replaced goods to us at his own expense.
- 8.10 We do not owe any recourse pursuant to § 445a BGB; recourse pursuant to § 445a BGB is excluded in particular if we have only delivered parts or if we have only assembled parts for deliveries.
- 8.11 The warranty period is one year from the date of delivery and performance, except in cases of defects in deliveries and services caused intentionally or by gross negligence.
- 8.12 The provisions of these GTC on liability for damages shall apply to any further claims of the customer.

## 9. Liability for damages

- 9.1 The following provisions relate to contractual claims of the customer (in particular, but not exclusively, in the context of rectification of defects, delay, non-delivery/non-performance and impossibility) as well as statutory claims, in particular pre-contractual claims and claims in tort.
- 9.2 Unlimited liability: We shall be liable without limitation in the event of intent on the part of our executive bodies and senior employees, as well as in the event of their grossly negligent breach of "**Cardinal Obligations**" (i.e. those which are essential for achieving the purpose of the contract and on whose compliance the customer as a contractual partner may regularly rely) and in the event of defects which we have fraudulently concealed or whose absence we have guaranteed or in the event of the assumption of the procurement risk, as well as if the health, body or life of people have been injured due to breaches of duty by us. In particular, we shall be liable without limitation for claims under the Product Liability Act. We shall also be liable for vicarious agents in place of our organs and executive employees in the above cases if, in addition to liability for the vicarious agent according to the law, the selection of the vicarious agent by organs or executive employees was culpable - in other cases there shall be no liability after we have assigned claims against the vicarious agents to the customer (in these cases the customer shall be obliged to accept the assignment).
- 9.3 Limited liability: In the event of a slightly negligent breach of a Cardinal Obligation by our executive bodies and senior employees and such a grossly negligent breach by vicarious agents, we shall only be liable for the foreseeable, typically occurring damage, up to a maximum of 25 % of the value of the delivery or service. Limited liability claims are also subject to a limitation period of one year from the beginning of the occurrence of the damage.
- 9.4 Exclusion of liability: We shall not be liable in the event of a slightly negligent breach of an obligation that is not a Cardinal Obligation. We shall only be liable for cases of impossibility if we are at least grossly negligent.
- 9.5 We shall only be liable for consequential damages and indirect damages, i.e. in particular for damages which have not occurred to the delivery item itself, for loss of profit, loss of production, loss of use, expert's fees, etc., in the event of at least grossly negligent breaches of Cardinal Obligations up to the amount of the foreseeable, typically occurring damage; this shall be a maximum of 25% of the value of the delivery or service.
- 9.6 Insofar as our liability is excluded or limited, this shall apply equally with regard to a personal liability for damages of our organs, employees, workers, staff, representatives and vicarious agents towards the customer.
- 9.7 This does not imply a change in the burden of proof to the detriment of the customer.

## 10. Support during assembly, start and end of assembly services, protective measures, acceptance, assembly defects

- 10.1 The customer is obliged to provide our technical support at his own expense during assembly / commissioning. This includes in particular the provision of the necessary, suitable assembly assistants; the necessary devices, lifting equipment and tools as well as the necessary commodities and materials; heating, lighting, operating power, water and the necessary connections; necessary, dry and lockable rooms for the storage of the tools and other objects of our employees; suitable recreation rooms and work rooms for our employees; the provision of materials necessary for carrying out a test, inspection or acceptance and the transport of the assembly parts at the assembly site.
- 10.2 The customer must ensure that the assembly can be started immediately after the arrival of our assembly personnel and carried out without delay until acceptance by us. Our assembly personnel must be given an unrestricted opportunity to work between 7:00 and 18:00.
- 10.3 The customer must take the special measures necessary for the protection of persons and property at the assembly site. He must inform our employees about existing special safety regulations, insofar as these are of importance to us.
- 10.4 Completion of the installation includes assembly, commissioning and acceptance. Prior to the commencement of completion, the materials and objects of the customer required for the commencement of the work must be at the installation or assembly site and all necessary preparatory work must have progressed to such an extent prior to the commencement of completion that the installation or assembly can be commenced as agreed and carried out without interruption. Access roads and the installation or assembly site must be levelled and cleared by the customer.
- 10.5 Immediately after notification of the completion of the installation, a joint inspection of the plant components and systems shall take place. A written protocol or assembly report to be signed jointly shall be recorded, which confirms that the assembly has been completed. Identified residual work and defects shall be stated in the report.
- 10.6 The customer is obliged to accept the installation as soon as he has been notified of its completion in writing or verbally. If the installation proves not to be in accordance with the contract, we are obliged to remedy the defect. This shall not apply if the defect is insignificant for the interests of the customer or is due to a circumstance attributable to the customer. If there is a non-essential defect, the customer may not refuse acceptance.
- 10.7 If acceptance is delayed through no fault of our own, acceptance shall be deemed to have taken place after two weeks have elapsed since notification of completion of the installation; the same shall apply if the supplier issues a (final) invoice after two weeks have elapsed since notification of completion of the installation.

10.8 Upon acceptance, our liability for obvious defects shall cease unless the customer has reserved its rights due to the defect upon acceptance.

## **11. Indemnification**

11.1 The customer shall indemnify us upon first request against all claims of third parties, which are based on a breach of duty or disturbance of the customer. This includes in particular the defence against direct claims or also official measures against the customer or us, the defence against indirect claims or official measures against us, the provision of all necessary information and the assumption of legal costs and all other necessary expenses for defence and defence. The customer may not conclude any agreements to our disadvantage with third parties or authorities without our prior consent.

## **12. Disposal**

12.1 If the goods are subject to the German Electrical and Electronic Equipment Act, we offer to dispose of the goods in accordance with the statutory provisions at the customer's request, which must be expressed in writing when the purchase contract is concluded, in return for reimbursement of the actual costs incurred. Otherwise, the customer shall assume the obligation to properly dispose of the delivered goods at his own expense in accordance with the statutory provisions after the end of use. In this case, the customer shall indemnify us and our suppliers against the obligations pursuant to Sec. 16 (2) of the German Electrical and Electronic Equipment Act (manufacturers' obligation to take back electrical and electronic equipment) and any related claims by third parties.

12.2 The customer shall contractually oblige commercial third parties to whom he passes on the delivered goods to properly dispose of the delivered goods after termination of use at their expense in accordance with the statutory provisions and to impose a corresponding further obligation in the event of renewed passing on. If the customer fails to contractually oblige commercial third parties to whom he passes on the delivered goods to assume the obligation to dispose of the goods and to impose a further obligation, the customer shall be obliged to take back the delivered goods at his own expense after termination of use and to properly dispose of them in accordance with the statutory provisions. In the case of non-commercial third parties to whom the customer passes on the goods, the regulation according to Sec. 16 (2) of the German Electrical and Electronic Equipment Act shall apply.

12.3 Our above claims for takeover/release by the customer shall not become time-barred before the expiry of two years after the final termination of use of the device. This period shall commence at the earliest upon receipt by us of a written notification of the termination of use by the customer and/or its customers.

## **13. Secrecy**

13.1 All information not already in the public domain must be treated confidentially and must not be made accessible to third parties. Physical and intangible information shall be returned

immediately at any time upon request, or if no transaction occurs, and electronic information shall be deleted immediately.

13.2 We are entitled to demand liquidated damages in each case that customer breaches its obligations stipulated under clause 13.1. However, we cannot demand liquidated damages if neither customer nor customer's personnel were responsible for the breach. In the event of continuing breaches, the legal fiction of the continuing breach [Fortsetzungszusammenhang] is, in each case, deemed to be interrupted by the start of a new calendar week. The liquidated damages for each breach is EUR 5,000.00 as a minimum. The maximum penalty for each breach is EUR 15,000.00 in cases of ordinary negligence [einfache Fahrlässigkeit], EUR 25,000.00 in cases of gross negligence [grobe Fahrlässigkeit] and EUR 50,000.00 in cases of intent [Vorsatz]. Within this range, we are entitled to set the amount of liquidated damages for each case of breach at our reasonable discretion. In setting the amount of liquidated damages, we shall base such amount on the scope and extent of the breach and the extent of the customer's culpability. The liquidated damages do not exclude our rights to seek the remedies available to us at law and in equity for breach of contract including claims for higher damages where these are actually incurred. However, any liquidated damages are credited against any such damage claims arising out of or resulting from the breach of contract. Paying liquidated damages leaves customer's obligation to fulfill clause 13.1 unaffected.

## **14. Data protection**

14.1 As far as necessary for the business transaction, order-related customer data will be collected and processed in the course of the business relationship. This customer data is transmitted internally to our sales and service staff and, if necessary, to external business partners for a specific purpose.

14.2 The customer agrees that his data may also be used for the purpose of sending him information about our products and services. The customer can revoke his consent for this at any time.

14.3 The customer agrees that our services may be invoiced electronically until revoked. This explicitly includes the sending of electronically written invoices, credit notes and, if applicable, reminders, while at the same time waiving the sending of paper invoices.

14.4 The confidential and secure handling of data in accordance with the Federal Data Protection Act and other data protection regulations such as the EU Data Protection Regulation is assured. This applies to the purpose-related transfer to third parties, for example by concluding contracts for commissioned processing with the inclusion of suitable guarantees with careful selection of our partners and service providers.

## **15. Transfer of rights and obligations, place of jurisdiction, place of performance, invalidity**

15.1 Transfers of rights and obligations of the customer arising from the transaction require our written consent to be effective.

tive. This shall not apply to monetary claims in commercial transactions are concerned.

- 15.2 All disputes arising out of or in connection with this GTC or their validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of one sole arbitrator where the amount in dispute reaches EUR 400,000.00 [four hundred thousand] (including), otherwise of three members. The seat of the arbitration is Krefeld, Germany for arbitral proceedings the Hardinge GmbH is party to and Villingen-Schwenningen, Germany for arbitral proceedings the J.G. WEISSER SÖHNE GmbH & Co. KG is party to. In arbitral proceedings the Hardinge GmbH and the J.G. WEISSER SÖHNE GmbH & Co. KG are parties, the seat of the arbitration is Krefeld, Germany. The language of the arbitration shall be English. However, we – as plaintiff – may at our own discretion decide to file action with any court having legal jurisdiction, especially at the customer's place of business.
- 15.3 German law shall apply exclusively with the exception of the provisions of the UN Convention on Contracts for the International Sale of Goods.
- 15.4 Should individual provisions of these GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a legally valid provision which comes as close as possible to the recognisably intended economic purpose of the invalid provision. The same applies in the event of a deficiency in these GTC.
- 15.5 If several language versions of these GTC exist and are used or if German wording is used in brackets (“[ ]”), the German language version shall prevail.

April 2022