

1. Scope and definitions

- 1.1. These conditions apply to all sales and deliveries of machines and the provision of customer services by KTEG GmbH (hereinafter, "KTEG") in commercial business transactions vis-à-vis merchants and entities and institutions governed by public law, but not in relation to consumers within the meaning of § 13 BGB (German Civil Code).
- 1.2. Amendments and subsidiary agreements will regularly be reconfirmed in writing by KTEG.
- 1.3. Any deviating general terms and conditions specified by the customer do not apply.
- 1.4. Machines include all new and used machines, in particular, but not exclusively, construction, handling and industrial machines as well as all replacement, exchange and add-on parts sold by KTEG or for which KTEG provides customer services.
- 1.5. Customer services includes all repair, maintenance, servicing, warranty and guarantee works performed on machines.

2. Conclusion of contract, ordering of replacement parts, cost information, cost limits, cost estimates

- 2.1. A contract only becomes effective once it has been accepted by KTEG in writing. Any additions, amendments and subsidiary agreements must be confirmed in writing by KTEG.
- 2.2. All offers from KTEG are valid for 14 days. If an offer is not accepted within the offer period, the offered prices are non-binding. If the offer period is exceptionally longer than 14 days, KTEG reserves the right to adjust the purchase price in the event of a supplier-side price increase for components or parts thereof between the time the offer is submitted and the end of the offer, taking into account considerations of equity and the new cost situation due to the price increase. In such a case, the customer will be informed of the adjusted purchase price in writing.
- 2.3. In the event of a supplier-side price increase for supplied components or parts thereof between the order confirmation and the delivery date, KTEG reserves the right to unilaterally adjust the purchase price, taking into account considerations of equity and the new cost situation due to the price increase; this does not apply if the delivery date for the ordered delivery is within four months of the conclusion of the contract. The customer will be informed of the adjusted purchase price in text form.
- 2.2. If an oral or telephone order for replacement parts is confirmed in writing or transferred to the customer with an invoice (order confirmation) and the customer does not object to the order confirmation, the customer will bear the risk associated with any incorrect orders or spare part deliveries. The customer may also enter into a separate agreement regarding the return of any replacement parts ordered, provided their net value exceeds EUR 100.00 and they are not electronic parts. In the event of a return, the customer will receive a credit note in the amount of 80% of the retail price.
- 2.3. As far as is possible and reasonable, KTEG will inform the customer of the anticipated customer service costs when the contract is concluded.
- 2.4. The customer may provide a written specification of the cost limit for customer services which, subject to the following provisions, should not be exceeded.
- 2.5. The customer is hereby explicitly advised that it may not be possible to provide the customer services specified in the contract in full if the cost limit cannot be exceeded, in particular if KTEG must determine the causes of any defects and errors, which may prove extremely time-consuming.
- 2.6. If it is not possible to provide a customer service within the cost limit or if additional work, parts or materials are required for implementation in conformity with the cost limit calculation, KTEG may without prior consultation exceed the cost limit by up to 20 %, unless otherwise agreed in writing.
- 2.7. If the customer requires a cost estimate with binding prices for the implementation of the contracted services prior to the performance of the customer services, the customer must demand these expressly in writing. Such a cost estimate is only binding if it is given in writing by KTEG and also expressly described as binding.

3. Delivery location, deadlines for purchases and customer services

- 3.1. Delivery is made through the provision of the item purchased for ex-works collection. The customer must collect the purchased item within 2 working days of receiving the delivery notification. This also applies to the collection of machines or machine parts for which KTEG has provided customer services.
- 3.2. All delivery deadlines are approximate only and are not binding unless expressly agreed in writing.
- 3.3. Delivery deadlines are subject to timely delivery of the additional parts that the customer has asked KTEG to install. If the purchased item is a new stock item, the delivery deadline is subject to timely delivery by KTEG's suppliers.
- 3.4. The delivery deadline is deemed to have been met if the machine has left KTEG's warehouse or the manufacturer's works prior to expiry of the delivery deadline or if KTEG has provided notification that the item is ready for dispatch.
- 3.5. If during the period of an agreed delivery deadline any exceptional, temporary obstacles arise that are not the responsibility of KTEG and KTEG is also unable to respect the delivery deadline through the application of due care and reasonable effort, the delivery deadline will be extended by a period corresponding to the length of the delay. Such exceptional obstacles include strikes, employee work absences, machine procurement difficulties and delivery delays caused by manufacturers or suppliers, official interventions, riots, natural events or force majeure. The delivery deadline will also be extended correspondingly if an advance payment required from the customer is still outstanding, and in particular if any documents required for delivery, such as permits and liability disclaimers, have not been delivered to KTEG in full and on time.
- 3.6. All statements regarding the probable duration of customer services are based on estimates and are not binding unless expressly agreed in writing. In the event that the contracted work takes longer than the non-binding estimate provided by KTEG, the customer is not entitled to derive any claims from this.

4. Transfer of risk, transportation and transportation costs, customer delay

- 4.1. Once the machine has been delivered to the forwarder, transportation company or other person or institution appointed to undertake the shipment, and at the latest on leaving the factory, the risk of accidental loss and accidental deterioration is transferred to the customer.
- 4.2. The cost of transporting the machine will be borne by the customer. The customer will also bear the risk of loss or damage to the machine occurring during transportation. KTEG may procure a haulage contractor for the purposes of sending the machine on behalf of and on the instructions of the customer. KTEG does not thereby become a contracting party with the transportation company. In the internal arrangement between KTEG and the customer, KTEG is nevertheless indemnified against any form of liability with respect to the transportation company.
- 4.3. If the customer is late in collecting the machine, the customer will be liable to KTEG for each week of delay in the amount of 0.1 % of the gross order value (flat-rate compensation). The customer may provide proof that no or limited damage has occurred, or KTEG may provide evidence that greater damage has occurred. The risk of accidental loss or accidental deterioration of the machine is transferred to the customer.
- 4.4. In the event of any insignificant defects, the customer is not entitled to reject a delivery item that has been sent or is being held for collection.

5. Customer obligations

- 5.1. The customer service will be carried out, as determined by KTEG, on site at the customer's premises, at the location where the machine is currently being used or at one of KTEG's own workshops. KTEG may request that the machine is brought to one of its workshops, if this is necessary due to the nature and extent of the repair and maintenance works to be carried out. All travel, transportation and delivery costs will be borne by the customer.
- 5.2. The customer must carry out all reasonable preparations necessary for implementing the order. The customer must describe the scope of the required services as identified by it, and in particular any occurring faults or machine defects, as accurately as possible before placing the order.
- 5.3. In the event that any customer services are performed on the machine on the customer's premises or at one of the customer's sites, the customer must inform KTEG of any special requests, in particular relating to the specific applicable security, occupational protection and safety regulations, so that the services may be performed without hindrance. Where necessary, the customer must also take sufficient safety precautions with due regard for the applicable occupational protection and safety regulations and make the device available in a cleaned state.
- 5.4. The customer must facilitate the continuous implementation of the mandated customer service and order the required original replacement parts.
- 5.5. The customer must provide KTEG with any assistance requested during the implementation of the customer service. The customer is responsible for the protection of persons and property. The customer must provide KTEG with a lockable room, in which KTEG can store tools and materials for the duration of the work in a dry and safe environment, secured against third-party entry. The customer must provide KTEG employees with a heated break room.
- 5.6. The customer must inform the customer service manager appointed by KTEG regarding any safety regulations to be observed and inform him/her immediately of any breaches of the safety regulations.
- 5.7. In the event that KTEG removes any machine parts within the scope of any guarantee or warranty claims, KTEG is entitled to send these to the manufacturer or supplier for the purposes of verifying the guarantee claim. If these parts are replaced, the dismantled parts will be retained indefinitely by the manufacturer or supplier.
- 5.8. If the customer orders the replacement parts from KTEG, after installation the customer must deliver the dismantled exchange part to KTEG within one week at its own cost. This exchanged part must be in an adequate condition for exchange and correspond to the delivered exchange part in every technical specification.
- 5.9. The customer must strictly comply with all import and export restrictions and any other applicable laws, regulations, provisions and instructions.
- 5.10. With regard to the machines (including software and/or any associated technology) made available to it by KTEG, the customer guarantees that it will not use them to undermine international peace, including for (i) the construction, development, production or any kind of use of weapons of mass destruction, including for example nuclear, chemical or biological weapons or remotely controlled projectiles, (ii) any other military or (iii) any kind of support for such activities.

6. Technical assistance, test run for customer services and insurance

- 6.1. The customer must provide the power (e.g. lighting, operating power, lubricants, fuel, water) required for the customer services, including any necessary connections, at its own cost.
- 6.2. The customer must provide all fuel and materials, and perform all other actions required for the adjusting of the machine and for carrying out testing once the work has been completed.
- 6.3. KTEG may use the machine for test runs and deployment in order to verify that the customer services have been correctly implemented.
- 6.4. The customer must ensure that the mandated customer services can begin immediately after the KTEG employees have arrived.
- 6.5. Machines on which KTEG performs customer services at its premises are not insured against fire and theft at that location. If customer services are performed at another location, in particular at a construction site or at the customer's premises, no insurance cover is provided through KTEG and the customer must cover these risks itself with appropriate insurance policies.
7. **Acceptance of a customer service**
- 7.1. KTEG must notify the customer once any mandated customer services have been completed. Sending of the invoice is deemed to be such notification.
- 7.2. The customer must accept the customer service immediately after receiving the notification. If the customer uses the machine this will be considered acceptance.
- 7.3. If no objections are raised by the customer on acceptance of the customer services performed, the machine will be considered to have been duly accepted.

8. Due dates and payment of invoiced amount

- 8.1. All prices quoted are ex works and exclude any packaging costs. The currently applicable VAT is added on to the prices and stated separately on the invoice. If the item is sent, the customer must bear any additional packaging costs, freight costs, postage, etc. itself.
- 8.2. All payments must ordinarily be made within 3 working days of the date of the invoice. The invoiced amount must be paid without any deductions.
- 8.3. KTEG may at any time request prepayment for purchases made or for the services specified in the contract to a reasonable extent.

9. Retention of ownership and right of lien in favour of KTEG

- 9.1. KTEG retains ownership of any machines sold - if installation does not result in any loss of ownership - until they have been fully paid for by the customer.
- 9.2. KTEG also retains ownership of any machines until all existing trade receivables due from customers and all future receivables arising within the context of the business relationship have been paid (current account reservation). Retention of ownership also continues if the price for purchases or customer services specified by the customer has been paid.
- 9.3. The customer must handle the machine with care, keep it in good condition at its own expense and carry out maintenance and inspection work in accordance with the manufacturer's or KTEG's specifications.
- 9.4. The customer must protect the reserved goods from damage and store them separately from goods owned by the customer or third parties.
- 9.5. The customer must take out machine insurance at the original value and at its own expense for any new machines, including coverage against damage caused by fire, flood, breakage and theft in particular, until the purchase price has been paid in full. Evidence of a current insurance policy must be presented on request. This applies accordingly to used machines, with the proviso that machine insurance should only be taken out at fair value.
- 9.6. Any markings on the machine may not be altered, covered or made unrecognisable. The customer must indicate KTEG's ownership status with appropriate information in the business documents and on the machine itself. KTEG is entitled to inspect both the relevant business documents held by the customer and the reserved goods during normal working hours for verification purposes.
- 9.7. If the customer fails to meet its payment obligations, KTEG may collect the machine following an appropriate warning. The machine collection only constitutes a withdrawal from the purchase contract if this is explicitly stated by KTEG. The customer is obliged to provide any assistance required; the customer must, in particular, provide KTEG with access to the machine and remove any obstacles to collection.
- 9.8. The customer is only entitled to resell the machine during the normal course of business. The customer may not resell the machine if an effective prohibition has been agreed between the customer and its purchaser.
- 9.9. In the event that the machine is resold, any claims against its purchaser arising from the resale or from any other legal basis in the amount of the purchase price or in the amount of the total claim (current account balance claim) are transferred in advance to KTEG along with all ancillary rights in their full extent. The customer retains the right to collect the amount receivable. KTEG is entitled to collect the amount receivable if the customer fails to fulfill its payment obligations or if there is a significant deterioration in the customer's financial situation. In such a case, the customer must provide KTEG with all of the information necessary for expediting the claim.
- 9.10. If the value of the existing collateral exceeds that of the claims secured by more than 20 %, KTEG must, at the customer's request, release collateral at its own discretion up to this value and transfer it back to the customer.
- 9.11. The customer may only transfer the machine as collateral property, give it in pledge or dispose of it by other means with written approval from KTEG.
- 9.12. All alterations or reconfigurations made to the machine are performed for KTEG.
- 9.13. The customer must inform KTEG immediately in writing of any legal or tangible threats to the right of ownership, in particular in the case of seizure or any other interventions made by third parties on the machine and any damage or loss. The customer must inform third parties of KTEG's ownership status.
- 9.14. KTEG is entitled to a right of lien to the relevant machine on the basis of any payable claims arising from the customer services. A right of lien also exists if the machine in question is located on premises belonging to the customer or a third party or on a construction site.
- 9.15. KTEG may also assert the right of lien in relation to customer services performed previously, insofar as they are related to the item being repaired. This relationship is deemed to exist if the customer has concluded at least two other contracts with KTEG in the last two calendar years. The right of lien only applies to other claims arising from the business relationship if these claims are uncontested or have been established in law.
- 9.16. If the customer is not the owner of a machine, the customer thereby assigns a claim to the transfer of ownership, or restitution of ownership to a third party, to KTEG as collateral until any outstanding invoices for customer services performed have been fully paid. This transfer will be accepted by KTEG. In addition, the customer thereby irrevocably authorises KTEG to bring about the conditions for the transfer of ownership to take place. There is no obligation for KTEG to fulfil instead of the customer.

10. Disposal costs

- 10.1. The customer must dispose of used parts and any other items that are no longer useable at its own expense.
- 10.2. Insofar as KTEG is legally obliged to carry out disposal, the customer must reimburse KTEG for any costs arising from this.
- 10.3. Each contracting party is entitled to have recourse to third parties in order to fulfil its recycling obligations.

11. Warranty

- 11.1. In the case of machines purchased new, warranty claims are subject to a limitation period of one year after delivery; used machines are sold to the exclusion of any warranty. Limitation period reductions do not apply to the claims for damages specified in § 12.5.
- 11.2. The warranty for customer services ends 12 months after the services have been accepted. The warranty period for replaced parts is 12 months for new parts and 6 months for used parts installed. The warranty applies generally only to those machine parts repaired, replaced or serviced as part of the customer services rendered, but not to the adjoining machine parts.
- 11.3. KTEG may, at its own discretion, provide supplementary performance by remedying the defect or, in the case of purchase contracts, by delivering a new item. In the case of customer services, KTEG may, at its own discretion, provide supplementary performance at its own workshops or at the machine location.
- 11.4. The transfer of any warranty claims is only valid if approved in writing by KTEG.
- 11.5. All warranty claims are subject to the condition that the customer has correctly fulfilled its duty of inspection and notification of defects as defined by § 377 HGB. In the event that a defect occurs, the customer must immediately inform KTEG of this in writing within three working days of the defect becoming known. This duty of notification also applies correspondingly to customer services. If the customer fails to provide timely notification of the defect, it is not entitled to any warranty claims for these defects against KTEG.
- 11.6. If all of the inspections prescribed at the factory for the machines have not been performed in a timely manner according to the maintenance schedule using the original replacement parts, oils, filters, etc., no warranty claims exist for defects caused by third-party parts or defects that could reasonably have been identified owing to neglected maintenance.
- 11.7. If the customer performs customer services itself, no warranty exists for any defects that can be attributed to the customer services performed by the customer.
- 11.8. Provided that KTEG informs the customer of the necessary exchange of parts requiring renewal, the warranty lapses if the customer fails to replace them and a defect can be attributed to the part requiring renewal.

- 11.9. The costs associated with spare or replacement parts and their removal and installation will also be borne by the customer in the event of supplementary performance, provided that those parts and labour were not required for fulfilment of the originally commissioned customer service.
- 11.10. The customer will bear any costs arising from an unjustified defect notification, in particular those costs associated with travel to and from the site and the time required for inspecting the machine or parts.
12. **Damages, other KTEG liabilities and exclusion of liability**
 - 12.1. KTEG's liability for damages caused directly by minor negligence is limited to the amount of the foreseeable damages typical of this type of contract.
 - 12.2. The extent of this liability is based on the insurance benefits KTEG already receives through an existing indemnity insurance. If desired by the customer, KTEG will transfer its claim against the indemnity insurance to the customer. In such a case, the customer is obliged to make a claim for compensation with the indemnity insurance. Any subsidiary liability on the part of KTEG remains unaffected by this, provided that the customer immediately provides KTEG with all of the information required for KTEG to make an indemnity insurance claim.
 - 12.3. Any liability on the part of KTEG for indirect and consequential damages is excluded, to the extent that such damages were not foreseeable. Unforeseeable damages are damages arising because the machine cannot be used or cannot be used at a certain time or for a use foreseen by the customer or the costs associated with determining the extent of the damage. Unforeseeable damage also includes damage caused by a partial or complete operational failure, as well as loss of profit on the part of the customer or a third party or damage accruing to the customer owing to its own default or contractual penalties that it is obliged to pay to third parties.
 - 12.4. In the case of delayed delivery, KTEG does not accept liability for loss of profit or damage caused by operational failures on the part of the customer. Any claims for damages asserted by the customer for delayed delivery are limited to 0.5 % for each full week of delay, up to a total of 5 % of the order value.
 - 12.5. The aforementioned liability limitations and the limitation period reductions specified in 11.1 do not apply to claims for damages based on injury to life, body, health or any other damage caused deliberately or through gross negligence by KTEG or any of KTEG's legal representatives or vicarious agents or to violations of the essential obligations of this contract whose fulfilment the proper implementation of this contract makes possible in the first place and on whose observance the customer ordinarily relies and may rely (cardinal obligations) or in the case of a strict liability under the German Product Liability Act.
13. **Termination by the customer, cancellation**
 - 13.1. If the customer terminates the mandated customer service, it must pay all works and costs incurred up to that point including any expenditure on ordered or previously obtained replacement parts. The customer must also compensate KTEG for the loss of profit while taking into account any expenses saved.
 - 13.2. Without prejudice to the legal grounds for cancellation, KTEG retains the right of cancellation in the event of any delivery difficulties owing to exceptional obstacles of considerable duration and if the customer delays payment.
 - 13.3. The customer may only cancel – for any reason whatsoever – if it has provided KTEG with an appropriate deadline in writing after the delay has occurred, together with a warning that the service will be rejected after the deadline has expired.
14. **Prohibition of offsetting, right of retention**

The customer may only assert the right of retention or offset claims against KTEG if these claims are uncontested or have been established in law.
15. **Telematics**
 - 15.1. Various manufacturers or third parties appointed by the manufacturers collect machine-related, non-personal data via a telematics system. This data is stored and processed within the telematics system and may be analysed by KTEG and the respective manufacturer.
 - 15.2. By concluding this contract, the customer declares that it is aware of this data collection.
16. **Place of jurisdiction, place of fulfilment and applicable law**
 - 16.1. The place of fulfilment for all services provided by KTEG and payments made by the customer is Baienfurt.
 - 16.2. The place of jurisdiction for all commercial transactions is Baienfurt.
 - 16.3. The law of the Federal Republic of Germany will apply.
17. **Severability clause**

If any of the individual provisions should be or become wholly or partially ineffective, the rest of the contract will remain valid; this also applies in the event that a loophole appears in the contract.
18. **Privacy (GDPR)**

The purpose of the collection, storage and use of personal data can be found in the data protection information for customers and suppliers.