

General Terms and Conditions (AGB)

of AixControl - Gesellschaft für leistungselektronische Systemlösungen mbH, Aachen, Germany,
(hereinafter referred to as AIXCONTROL).

§ 1 General

1. The offers, deliveries and other services of AIXCONTROL, including the acceptance and acceptance of deliveries and services, shall be made exclusively on the basis of the following terms and conditions. These terms and conditions shall be deemed accepted at the latest upon receipt of the delivery or initial utilization of a service. They shall also form the basis for future contracts and other relationships between AIXCONTROL and its customers and contractual partners (hereinafter also: customer/contractual partner). The terms and conditions reproduced here take precedence over any deviating terms and conditions of purchase and/or sale and similar terms and conditions of the customer/contractual partner. Counter-confirmations and/or terms and conditions of the customer and contractual partners are hereby rejected.

2. Deviations and additions to these terms and conditions as well as special assurances are only effective if AIXCONTROL confirms them in writing.

§ 2 Offer and conclusion of contract

1. Offers made by AIXCONTROL are always subject to change and non-binding. Insofar as AIXCONTROL supplies components manufactured by third parties, offers made by AIXCONTROL are also subject to the reservation of self-supply (see also below).

2. Oral information and promises, brochures and advertising statements of any kind, in particular descriptions, illustrations, drawings, samples, quality, composition, performance, consumption and usability data as well as dimensions and weights of the contractual goods and other performance data are non-binding for AIXCONTROL, unless they are expressly designated as binding. They do not constitute an assurance or guarantee of any kind whatsoever on the part of AIXCONTROL.

3. Technical and design deviations from descriptions and specifications in brochures, catalogs and written documents as well as model, design and material changes in the course of technical progress are reserved without any rights against AIXCONTROL being derived from this. In all other respects, minor deviations from the product specifications shall be deemed approved in favor of AIXCONTROL, provided they are not unreasonable for the customer/contractual partner.

§ 3 Prices

1. Unless otherwise stated, AIXCONTROL shall be bound by the prices contained in its offers for 30 days from their date. The prices stated in the order confirmation of AIXCONTROL plus the respective statutory value added tax are decisive. Freight, delivery, postage, insurance, assembly and installation or set-up costs and additional services will be charged separately by AIXCONTROL. If AIXCONTROL processes the order later than four months after the order has been placed, AIXCONTROL shall be entitled to adjust the agreed price appropriately, but only if it can prove its actual costs increased.

2. Unless otherwise agreed, prices are ex warehouse Aachen excluding freight and packaging.

3. If the fulfillment of AIXCONTROL's claim for payment appears to be at risk due to a deterioration in the financial circumstances of the customer/contractual partner which has occurred or become known after conclusion of the contract, AIXCONTROL may demand advance payment, even if no advance payment was initially demanded in the contract. Furthermore, AIXCONTROL may withhold goods not yet delivered and work not yet carried out and suspend further work. AIXCONTROL is also entitled to these rights if the customer/contractual partner is in arrears with the payment to be made by him.

§ 4 Delivery and performance time

1. AIXCONTROL shall only be bound by agreements on delivery dates or deadlines if these are made in writing.

2. AIXCONTROL shall not be obliged to perform the agreed delivery and/or service if AIXCONTROL resorts to deliveries or services/work of others, e.g. upstream suppliers, and is not supplied by them or they do not provide the upstream service (reservation of self-supply).

3. If AIXCONTROL is prevented from timely delivery due to extraordinary circumstances which could not have been foreseen despite reasonable care, such as force majeure, strike and lockout, the delivery period shall be extended by the duration of the hindrance. If it is unreasonable for AIXCONTROL to fulfill the contract due to the aforementioned circumstances, AIXCONTROL may withdraw from the contract.

4. Only if the hindrance lasts longer than three months is the customer/contractual partner entitled, after setting a reasonable period of grace, to withdraw from the contract with regard to the part not yet fulfilled with a reasonable period of grace. If the delivery time is extended or if AIXCONTROL is released from its obligation, the customer/contractual partner cannot derive any claims for damages.

5. If AIXCONTROL is in default, AIXCONTROL shall only be liable for the damage incurred by the customer/contractual partner as a result of the default if the default is due to a breach of material contractual obligations or was caused by intent or gross negligence on the part of AIXCONTROL. The customer/contractual partner may only claim damages for non-performance, even after setting a deadline with a threat of refusal, if the delay was caused by intent or gross negligence or, in the case of slight negligence, by the breach of essential contractual obligations. Extended liability in accordance with § 287 BGB is excluded.

6. AIXCONTROL is entitled to make partial deliveries and render partial services at any time.

§ 5 Transfer of risk

1. The risk shall pass to the customer/contractual partner as soon as the consignment has been handed over to the carrier or has left the AIXCONTROL warehouse for shipment.

2. If shipment becomes impossible through no fault of AIXCONTROL, the risk shall pass to the customer/contract partner upon notification of readiness for shipment.

§ 6 Warranty

1. The warranty period for all new items and systems sold is 12 months from delivery or handover.
2. The customer/contractual partner must notify AIXCONTROL of obvious defects immediately upon receipt of the delivery item by the customer/contractual partner. Otherwise, the customer/contractual partner must inspect the goods delivered or work performed by AIXCONTROL without delay and notify AIXCONTROL in writing of any defects without delay, but at the latest within two weeks of delivery. The defective delivery items must be kept ready for inspection by AIXCONTROL in the condition in which they were at the time the defect was discovered and, if necessary, sent to AIXCONTROL. Failure to comply with the obligation to inspect or notify shall release AIXCONTROL from any warranty and liability.
- 2a. The following also applies to merchants: Defective parts or the delivery item must be sent to AIXCONTROL free of charge with prepaid freight for repair and subsequent return.
3. The customer/contractual partner must provide AIXCONTROL with written evidence of defects leading to warranty claims. The customer/contractual partner must provide AIXCONTROL with a precise description of the defect, stating the model and serial number of the defective part or device and a copy of the delivery bill and invoice. If no copy of the invoice and/or description of the fault is enclosed with the complaint, AIXCONTROL reserves the right to charge separately for the cost of troubleshooting and/or the determination of the copy of the invoice.
4. AIXCONTROL has the right to make up to two attempts at rectification. The customer/contractual partner must give AIXCONTROL six weeks to carry out the rectification work, unless the rectification or the period for rectification is unreasonable. The customer/contractual partner shall only be entitled to the other statutory warranty rights (reduction or rescission) in the event of the final failure of the rectification work. A final failure of rectification can be assumed, for example, if rectification of the defect is actually impossible or AIXCONTROL finally refuses to rectify the defect. If AIXCONTROL replaces parts, assemblies and/or entire devices or makes other changes to the items concerned, no new warranty periods shall come into force. There is no warranty for similar replacements (identical parts or assemblies).
5. AIXCONTROL does not assume any warranty for improper use, storage and handling of devices, as well as tampering with and opening of devices. AIXCONTROL's warranty does not apply if the customer/contractual partner does not follow operating and/or maintenance instructions and/or information sheets, makes changes to the products or independently replaces parts.
6. The warranty is limited to the repair or replacement of the damaged delivery items (material). AIXCONTROL is not liable for the loss of data on the devices to be repaired.
7. If AIXCONTROL subsequently discovers defects in a production batch, it is entitled, within and outside the warranty period, to decide at its discretion whether and when a recall of the affected items is necessary to remedy the defect. For this purpose, the customer/contractual partner shall make the items available to AIXCONTROL for a reasonable period of time.
8. All other, in particular further claims of the customer/contractual partner, including any claims for damages due to consequential damages and damages resulting from the performance of the repair, are excluded, unless the managing directors or executive employees of AIXCONTROL have caused the damage through gross negligence or intent. Insofar as this results in a limitation of liability for slight negligence in the case of positive breach of contract or culpa in contrahendo in favor of AIXCONTROL, this limitation shall apply accordingly for the customer/contractual partner. Excluded from this exclusion of liability are any claims for damages of the customer/contractual partner arising from impossibility or delay.
9. AIXCONTROL shall not be liable for further damages, in particular not for loss of sales and/or profit.
10. Warranty claims against AIXCONTROL are only available to the customer/contractual partner and are not assignable.
11. The warranty does not apply to fuses, software, non-rechargeable batteries, damage caused by leaking batteries or damage caused by normal wear and tear or failure to follow instructions. A warranty for used devices is excluded, unless AIXCONTROL is legally liable or otherwise agreed.
12. Macro creation, mask, report and form adaptations in standard software - also with the help of tools supplied by the manufacturer - are pure services, as is the production of software. This also includes modifying the manufacturer's code or creating your own source code under a development environment supplied by the manufacturer of the standard software.
13. In the case of services, AIXCONTROL only owes performance, not success. AIXCONTROL does not guarantee the actual achievement of the scientific or economic objectives of the customer/contractual partner.
14. The above paragraphs regulate the warranty conclusively and exclude other warranty claims of any kind.

§ 7 Retention of title

1. Until full payment of AIXCONTROL's claims arising from the business relationship with the customer/contractual partner, the goods sold remain the property of AIXCONTROL (reservation of balance). The retention of title shall also remain in force for all claims which AIXCONTROL subsequently acquires against the customer/contractual partner in connection with the object of purchase or object of work and materials, e.g. due to repairs or spare parts deliveries as well as other services. The latter shall not apply if the repair is unreasonably delayed by the contractor or has failed. Until the aforementioned claims of AIXCONTROL have been fulfilled, the items may not be resold, rented, lent or given away, nor may they be repaired or processed or used by third parties. The customers/contractual partners are also prohibited from transferring ownership by way of security and pledging.
2. The customer/contractual partner is permitted to resell the goods in the ordinary course of business on condition that the claims arising from the resale against his customers or third parties, including all ancillary rights, are already now assigned to AIXCONTROL in the full amount of the invoice values of AIXCONTROL (extended reservation of title). The customer/contractual partner is authorized to collect these claims for the account of AIXCONTROL until revocation by AIXCONTROL or suspension of payments to AIXCONTROL. The customer/contractual partner is not authorized to assign these claims to AIXCONTROL.
3. For the duration of the retention of title, the contractual partner of AIXCONTROL is entitled to possess and use the purchased item as long as the contractual partner fulfills his obligations which led to the retention of title and is not in default of payment. If the contractual partner is in default of payment or does not fulfill his obligations arising from the retention of title, AIXCONTROL may

demand the return of the item from the customer/contractual partner and, after giving reasonable notice, sell the item by private sale, offsetting the price. The customer/contractual partner of AIXCONTROL shall bear all costs of taking back and utilizing the object of purchase. In the event of access by third parties, in particular in the event of seizure of the item or in the event of a workshop exercising its right of lien, the contractual partner must notify AIXCONTROL immediately in writing - in advance by fax - and inform the third party without delay of AIXCONTROL's retention of title. The customer/contractual partner shall bear all costs which must be incurred for access to and replacement of the item, insofar as they cannot be collected from third parties. The customer/contractual partner has the obligation to keep the object in proper condition for the duration of the retention of title and to have all planned maintenance work and repairs deemed necessary from a reasonable point of view carried out immediately.

§ 8 Performance/payment obligation of the customer/contractual partner

1. Unless otherwise agreed, invoices from AIXCONTROL are payable without deduction 20 days after invoicing. If a discount has been expressly agreed, a 2% discount may be deducted for payment within 10 days. In the case of partial deliveries, only the proportionate purchase price shall be payable. Invoices from AIXCONTROL for used goods, spare parts and accessories as well as for repairs are payable immediately without deduction.
2. A payment is only deemed to have been made when AIXCONTROL can dispose of the amount. In the case of checks, payment shall only be deemed to have been made when the check has been cashed. AIXCONTROL only accepts checks on account of performance; the collection charges will be charged to the contractual partner.
3. If the customer/contractual partner fails to make payment on the agreed date or, in the absence of an agreement on a payment date, fails to make payment immediately, interest shall be charged on the amount owed at the applicable default interest rate pursuant to BGB § 288; the interest shall be determined at the end of each month and shall be payable at the end of each month.
4. The customer/contractual partner shall bear any costs incurred after the due date for collection and enforcement of the claim; AIXCONTROL may charge EUR 40.00 for each reminder issued after the due date without proof of expenses.
5. If the customer/contractual partner does not meet his payment obligations, in particular if a check or a bill of exchange is not honored or if payments are suspended, or if AIXCONTROL becomes aware of other circumstances which call into question the creditworthiness of the customer/contractual partner, AIXCONTROL is entitled to declare the entire remaining debt due, even if it has collected bills of exchange or checks. In this case, AIXCONTROL is also entitled to demand advance payments or the provision of security in respect of other contracts, as well as to withdraw from these contracts after a reasonable period of grace or to demand compensation for non-performance.
6. The customer/contractual partner may only offset claims against AIXCONTROL with undisputed or legally established claims, and may only exercise a right of reduction and assert a right of retention insofar as these are based on the same legal relationship. In the case of an ongoing business relationship, each individual order is considered a separate contractual relationship.

§ 9 Rights of third parties

In the event that AIXCONTROL is accused of an infringement of an industrial property right or copyright or AIXCONTROL is liable for such an infringement, AIXCONTROL shall indemnify the customer/contractual partner against claims by third parties for infringement of an industrial property right or copyright, provided that the customer/contractual partner has notified AIXCONTROL of such claims in writing without delay and has enabled AIXCONTROL to take all necessary legal and technical defensive measures, in particular modification or replacement of delivered goods. Further claims of the customer/contractual partner, irrespective of the legal grounds, are excluded.

§ 10 Export

The customer/contractual partner is obliged to comply with the provisions of US and/or German foreign trade law and/or EU regulations in the event that the contractual goods are exported. This applies equally to deliveries to countries, recipients or for purposes of which the customer/contractual partner knows or must know that they are subject to control under foreign trade law. The customer/contractual partner shall be responsible for obtaining any official permits, in particular import and export licenses. The customer/contractual partner is not authorized to import or export without the appropriate official permits.

§ 11 Confidentiality and data protection

1. The customer/contractual partner must treat as confidential the trade and business secrets of AIXCONTROL and its customers and contractual partners of which it becomes aware in connection with the business relationship, even after termination of the business relationship.
2. The customer/contractual partner must comply with the Federal Data Protection Act when using the personal data disclosed in the course of the business relationship with AIXCONTROL.

§ 12 Applicable law, miscellaneous

1. The warranty conditions and the entire legal relationship between AIXCONTROL and the customer/contractual partner shall be governed by the law of the Federal Republic of Germany; the UN Convention on Contracts for the International Sale of Goods shall not apply.
2. If the customer/contractual partner is a merchant within the meaning of the German Commercial Code or otherwise an entrepreneur, a legal entity under public law or a special fund under public law, Aachen shall be the exclusive place of performance. In these cases, the local court responsible for Aachen shall have local and instance jurisdiction for all disputes arising from the contract or on the occasion of the contract. AIXCONTROL shall be entitled to bring an action before the district court with local jurisdiction for Aachen. The same applies if the domicile or residence of the customer/contractual partner is unknown at the time the action is brought.
3. Should a provision in these terms and conditions or a provision within the framework of other agreements be invalid, this shall not affect the validity of all other provisions or agreements. The ineffective provision shall be replaced by an effective one which realizes the economic purpose pursued with it as far as possible.

4. The headings are for convenience only and have no substantive meaning, in particular not that of a conclusive regulation.
5. AIXCONTROL may send notifications, letters and other documents to the address in Germany last notified in writing to AIXCONTROL by the customer/contractual partner. Notifications, letters and other documents from AIXCONTROL addressed to merchants and other entrepreneurs shall be deemed to have been received at the latest on the third working day following dispatch.

AixControl GmbH, June 2024