

1. **Exclusive validity of these GTCs**  
These general delivery and payment conditions shall apply to this and all other future supply relationships. The Customer's terms and conditions of purchase, including the Code of Conducts and Supplier Code, are hereby contradicted insofar as they do not correspond in content with these terms and conditions.
  2. **Conclusion and content of the contract**
    - 2.1. Offers are non-binding, unless the supplier has expressly indicated a binding declaration.  
A contract is only concluded upon the supplier's written order confirmation, which shall be exclusively decisive for the content of such order.
    - 2.2. Any amendments or additions to the contract must be made in writing.
    - 2.3. The documents attached to the offers are for the customer's information only, and do not constitute a guarantee of quality.
    - 2.4. The rights of the customer arising from the contract are not transferable.
  3. **Prices**
    - 3.1. The prices stated are net plus the statutory rate of VAT and are payable immediately.
    - 3.2. For all orders below a net goods value of EUR 500.00 we charge a non-discountable handling fee of EUR 70.00.
    - 3.3. Insofar as expenses have been incurred with regard to a prospective business relationship or potential orders or projects in the context of an existing business relationship or the supplier has made commitments to third parties, in particular with regard to customer-specific goods or the reduction of the anticipated number of units, the supplier reserves the right to compensation, depending on the progress of the work, based on the amount of the costs already incurred. This shall also apply should existing orders/projects be changed by agreement.
  4. **Delivery**
    - 4.1. Unless otherwise agreed, the delivery item shall be deemed to be INCOTERM: FCA [Named Place] Incoterms 2020, with Named Place being as referenced in the Order Confirmation issued by the Diehl Metering GmbH or, if no Named Place is mentioned in the Order Confirmation the Named Place being the premises of Diehl Metering GmbH. Partial deliveries are permitted unless otherwise agreed. If the goods are supplied in packaged units, such goods may only be ordered in complete packaging units.
    - 4.2. Specified delivery dates are generally non-binding, unless the commitment is expressly agreed. The observance of the delivery periods presupposes the fulfillment of the contractual obligations of the customer.  
A reasonable extension of the delivery date may occur if the delivery is delayed or unreasonably impeded due to unforeseeable and unavoidable events, in particular floods, natural disasters, epidemics, fire, lack of power or raw materials, strike, lockout or official measures or owing to delays or non-delivery despite a timely order of the goods. If the impediments last longer than one month or if plant closures occur at the supplier's plant or at those of its own suppliers, or if extraordinary events occur that are not of a temporary nature and are beyond the supplier's control, either party shall be entitled to withdraw from the contract.
    - 4.3. If the supplier is in default with the delivery, the customer may set the supplier a reasonable period of grace for delivery. The customer may only withdraw from the contract if the delivery is not carried out or not carried out in a correct manner within this period. The customer shall reserve the same right if the supplier is unable to perform the contract on grounds for which he is responsible. In the latter case, however, a grace period will not be necessary. Further claims for delay or impossibility of delivery, in particular for damages, are excluded; this shall not apply in the case of intent or gross negligence on the part of the supplier or his vicarious agents, in such cases the supplier shall be liable without limitation in accordance with the statutory provisions.
  5. **Inspection upon receipt of goods, complaints, product properties, liability for defects and other liability**
    - 5.1. Complaints regarding the delivery quantity, the identity of the delivery item with respect to obvious damage sustained during transport or to the packaging and complaints owing to other identifiable defects must be made in writing no later than one week after delivery. In the event of hidden defects, this period shall apply from the date of detection of the defect.
    - 5.2. Consultation by the supplier in this respect does not release the customer from his sole responsibility for the suitability of the purchased device for the intended use. This shall also apply in particular to the lawfulness of the processing of personal data by the customer.
    - 5.3. Defects shall not include damage to the goods resulting from their improper handling or assembly (including violations of appropriate work instructions or routine hygiene regulations) or improper transport, including: fire and/or frost damage, contamination by foreign bodies, an accumulation of substance and/or contamination. A prerequisite for any claims for liability of the supplier for defects is further that the customer has not already exchanged the goods themselves or has caused such exchange. If the original seal of an apparatus supplied by the supplier is damaged at the time the complaint is made, it will be assumed that this prerequisite is not satisfied.
  - 5.4. Before returning goods that are deemed defective, the customer shall inform the supplier and coordinate the return process. The additional costs arising from uncoordinated returns as well as the costs arising from a return of non-defective products shall be borne by the customer.
  - 5.5. In the event of timely and correctly notified defects, the customer shall be entitled at the discretion of the supplier to rectification or replacement ("supplementary performance"). Subject to a deviating agreement by the parties, the place of execution of such claim for supplementary performance shall be the place of execution of the original claim for performance. Should such supplementary performance fail twice, the customer may either reduce the purchase price to an appropriate extent or withdraw from the contract. Any replaced parts shall become the property of the supplier upon removal.  
In addition, in the event of a culpable breach of the essential contractual obligations by the supplier, the customer may demand compensation for damages, which the supplier had foreseen at the time of the conclusion of the contract as a possible consequence of the breach of contract, or should have foreseen in view of circumstances of which he was or should have been aware. Essential contractual obligations as mentioned previously, are obligations whose fulfillment shall render the correct performance of the contract possible at the outset, and on whose observance the customer may regularly rely. Moreover, the customer shall be entitled to unlimited damages in accordance with clause 5.7.
  - 5.6. The limitation period for claims for traders in accordance with clause 5.4 above, shall be 12 months from delivery.
  - 5.7. For the replacement delivery of the remedied goods, the period of limitation shall essentially expire until the expiry of the original limitation period, but shall be a minimum of 3 months.
  - 5.8. In addition to the claims for damages under clause 5.3, the customer may claim unlimited damages in accordance with the statutory provisions in the following cases:
    - a) In the event of an intentional or grossly negligent breach of duty by the supplier of his vicarious agents;
    - b) in the event of damage to life, body or health;
    - c) for damages under the Product Liability Act;
    - d) due to other mandatory legal provisions.
  - 5.9. Apart from the claims for damages of the customer pursuant to the above clauses 5.4 and 5.7, the customer's claims for compensation for direct or indirect damages, regardless of the legal grounds for such, including any claims for compensation for the breach of pre-contractual obligations and unlawful acts are excluded.
  - 5.10. Any modifications to the supplied software that have not been made or authorized by the supplier shall cancel any liability for defects arising from or caused by this software.
6. **Creditworthiness of the customer**  
The prerequisite for the obligation of the supplier to deliver unconditional creditworthiness of the customer. If the supplier receives information after the conclusion of the contract whereby legitimate doubts may arise, the supplier may, at his discretion, either demand advance payment or a security and suspend production until payment or a security has been made. The delivery deadlines shall apply insofar as extended accordingly.  
Such doubts shall be justified in particular, but not exclusively, in the following cases: in the event of a significant deterioration of the financial circumstances or creditworthiness of the customer, or if the customer pledges stocks, receivables, purchased goods, or who orders such as collateral for other creditors.
7. **Retention of title**
  - 7.1. Drawings, samples and other documents provided to the customer to describe the products shall remain the property of the supplier, both in terms of ownership and copyright, and must be returned to the customer upon request at any time.
  - 7.2. The supplier reserves the ownership of the delivered goods until the fulfillment of all claims due to him against the customer for any legal reason.
  - 7.3. The customer shall carry out any processing or editing for the supplier, with no obligations arising therefrom. If the delivered goods are incorporated into or combined with other objects, the customer shall assign his rights to publication, ownership or co-ownership of the blended stock or to the new item to the supplier at the time of the conclusion of the supply contract, and shall store the blended stock or new item with all due professional care for the supplier.
- 7.4. The customer may only resell the goods subject to retention of title in a correct commercial transaction. All receivables arising from the resale or from any other legal reason shall be assigned in advance to the supplier as security. The customer shall be entitled to collect the assigned receivables and, should the receivables of the supplier become due, the customer must save the amounts collected separately and pay such amounts immediately to the supplier. The customer must immediately notify the supplier of any third-party access to the goods subject to retention of title or the assigned receivables. Any costs for interventions shall be borne by the customer.
- 7.5. Should the value of such securities exceed the receivables of the supplier by more than 20%, the securities shall be deemed approved in the amount of the excess value.
- 7.6. Failure to comply with the terms of payment, in the event of a substantial deterioration of assets, submission of an application for insolvency proceedings or the liquidation of business and the commencement of negotiations for the conclusion of a payment moratorium under insolvency law shall invalidate the customer's right to process and sell the goods subject to retention of title and to collect the assigned receivables from the supplier. In this event, the supplier is entitled to take the goods into his power of disposition. Should the supplier assert this right, then this shall be deemed a withdrawal from the contract if the supplier expressly declares such. Storage, transport and other costs incurred by the return shall be borne by the customer. In this case, the customer is further obliged to disclose the assignment of property rights and claims specified above at the request of the supplier to the third-party debtors and to provide the supplier with the information necessary to assert his rights against the third-party debtors and to provide the supplier with the information necessary to assert his rights against the third-party debtors and to return the relevant documents. The supplier shall be entitled to credit the goods returned based on retention of title at the current price valid at the time of return in place of the invoice value, or at the price he is able to obtain in the event of reasonable exploitation or sale, whereby the costs of disposal shall, in any event, be borne by the customer.
8. **Payment terms**
  - 8.1. Invoices shall be payable within 14 days after delivery with no discount applied. The supplier shall be entitled to demand default interest in the statutory amount from the 15<sup>th</sup> day following delivery.
  - 8.2. The customer is not entitled to withhold payments, and offsetting shall only be permitted in the event of legally-established or undisputed claims. Irrespective of the maturity of such claims, the supplier reserves the right to offset against the customer's claims due to companies to which the supplier is directly or indirectly associated.
  - 8.3. In the event of a deterioration of the customer's financial circumstances, the supplier may request payment of all claims against the customer with immediate effect and to demand payment.
9. **Confidentiality and rights**
  - 9.1. The customer shall treat any information to which he has access during the business relationship that is marked confidential or which the customer suspects may be confidential under the care of a prudent businessman ("confidential information") with the utmost confidentiality. The customer shall not disclose such information to third parties, and shall use it exclusively for the purpose for which it was provided, and for no other purposes, and will only make such information accessible to employees who require such to fulfil the aforementioned purpose, and shall be bound to confidentiality in the same way. Upon termination of the business relationship, all confidential information (including all copies) will be returned or destroyed at the supplier's discretion.
  - 9.2. All the supplier's confidential information and existing expertise shall remain the property of the supplier. The supplier grants no rights or licenses to the customer with respect to the business relationship and the information disclosed in this context, unless this is expressly agreed in writing. The customer is not entitled to obtain information through disassembling, processing, reverse engineering, decompiling or dismantling hardware or software (including prototypes, samples, models, etc.) that the customer has provided to the supplier without the prior written consent of the supplier. In the event of such consent, it is hereby expressly stated that the information obtained in this way shall also be subject to the limitations of this clause 9.
10. **Intellectual Property rights and Rights of Use**
  - 10.1. The Supplier shall remain the owner of all intellectual property rights (e.g. Copyrights, trademark rights, patent rights, utility model rights, design rights and know-how) in the goods provided by the Supplier, unless otherwise expressly agreed upon in writing.
  - 10.2. Through the purchase or use of the goods, the Purchaser shall only acquire a simple, non-transferable and non-exclusive right of use, which is limited to the contractually agreed-upon purpose.

10.3. Upon delivery of physical goods, the transfer of ownership of the respective goods shall be subject to the statutory provisions. However, any intellectual property rights associated with the goods shall not be affected thereby. Any and all intellectual property rights shall remain in full with the Supplier.

10.4. The Purchaser acknowledges that all rights associated with the Goods (including designs, technologies, processes, documentation and other proprietary content) shall remain the exclusive property of the Supplier and are protected by applicable laws.

#### 11. Compliance

11.1. Buyer shall comply with all applicable statutory and/or regulatory requirements, laws, orders, judgments and/or statutes in any jurisdiction that apply to the sale and marketing of the Goods.

11.2. The Buyer shall comply with all applicable export control and economic sanctions laws, foreign trade and customs requirements and all embargoes and other trade sanctions in the European Union, the United Kingdom, the United States of America and other applicable jurisdictions. In particular, but not exclusively, Buyer shall not sell, export, or re-export, directly or indirectly, any goods that fall within the scope of Article 12g No. 833/2014 and Article 8g of Council Regulation (EU) 765/2006 to, or for use in, the Russian Federation and Belarus.

11.3. Any breach of this Section 11 by Buyer shall entitle Seller to seek appropriate remedies. In particular, but not exclusively, (a) Seller shall be entitled to cancel any outstanding orders not yet delivered, and (b) Buyer shall indemnify and hold Seller harmless from all claims (including claims by government agencies, customers and other third parties), costs and damages that may arise as a result of Buyer's breach of these obligations.

#### 12. Final provisions

12.1. The place of performance for all liabilities arising from this contract shall be the branch office of the supplier's works from which the relevant delivery was sent or the service ordered must be provided.

12.2. German law shall apply to this contractual relationship and all disputes arising therefrom or in connection herewith, excluding the UN Sales Convention and International Private Law.

12.3. The exclusive place of jurisdiction shall be the supplier's head office.

12.4. In the event of a legal unenforceability of individual provisions in this contract, the other provisions shall remain unchanged.