

General Terms and Conditions of Sale, Delivery and Payment of Bott Systems GmbH

(as at 01/2026)



Section 1 Scope of the Conditions

1. These General Terms and Conditions of Sale, Delivery and Payment (T&Cs) apply to all our business relationships with our customers (hereinafter: "Customer"). The T&Cs only apply if the customer is a merchant (section 14 BGB), a juridical person under public law or a public-law special asset.
2. In particular, T&Cs shall apply to contracts ("contracts") regarding the sale and/or delivery of moveable items ("Goods"), irrespective of whether we manufacture the goods ourselves or purchase them from subcontractors. Unless agreed otherwise, the version of the T&Cs applicable at the time of the customer's order shall apply, or the version provided in writing as master agreement, also to equivalent future contracts, without our having to refer to them in each case.
3. Our T&Cs shall apply exclusively. Deviating, contradictory or supplemental terms and conditions from the customer shall only become a component of the contract if we have expressly consented to their application. This requirement for consent shall apply in any case, for example if we make the delivery to the customer without reservation in the knowledge of its T&Cs.
4. Individual agreements concluded with the customer in individual cases (including side-agreements, addenda and amendments) shall take precedence over these T&Cs in each case. A written contract or our written confirmation shall apply to the content of such agreements.
5. Legally relevant declarations and notifications made to us by the customer after concluding a contract (e.g. setting of deadlines, reporting defects, declaring withdrawal or deduction), require the written form in order to be binding.
6. References to the application of statutory provisions are merely for information. The statutory references also apply, therefore, without such a reference, unless they are directly amended or expressly excluded by these T&Cs.
7. These T&Cs can be downloaded from: www.bott.de.

Section 2 Offer and conclusion of contract

1. Our offers are subject to change and are non-binding. This is also the case if we have sent the customer catalogues, brochures, circulars, notifications, price lists, cost estimates, technical documentation (e.g. designs, sketches, calculations, illustrations, drawings, plans, references to DIN standards), other product descriptions or documents – also in electronic form. We retain the ownership rights and copyright. Any use, replication, reproduction, dissemination and provision to third parties, publication and presentation, may only be performed with our express consent.
2. The customer's order for the goods is deemed to be a binding contractual offer. Unless stated otherwise in the order, we reserve the right to accept this contractual offer within 14 days after we receive it. Acceptance can be declared either in writing (e.g. by the order confirmation) or by delivering the goods to the customer.
3. The details in our specifications shall apply exclusively to the conditions of the delivery object owed by us. The acceptance of guarantees and a procurement risk require express, written agreements between the parties, in which the terms Guarantee and the Procurement risk are expressly used.

Section 3 Prices

1. Unless agreed otherwise, the prices for the work and services listed in the order confirmation shall apply. Additional or special work and services are charged separately. The prices are in EURO (€) ex works, including loading in the plant, plus VAT.
2. Additional costs for packaging, transport including unloading, insurance, customs, charges, taxes or other public charges, shall be borne by the customer; they are charged separately.
3. The minimum order value for deliveries within Germany is €50.00 net goods value. For deliveries to other EU member states, the minimum order value is €100.00 net goods value. For all other deliveries outside the EU, the minimum order value is €500.00 net goods value.
4. If despatch is delayed at the customer's request, it shall bear any costs incurred, which shall also be charged separately.

Section 4 Payment

1. Invoice amounts must be paid without deduction within ten days of delivery of the goods, unless agreed otherwise in writing. The date of payment is the date of receipt by us.
2. In the event of new business connections or if there is negative information concerning the customer, we reserve the right to demand prepayment before delivery or cash on delivery.
3. If the customer still has unpaid invoices, payments made shall be applied to the oldest due debt.
4. If, after concluding the contract, we become aware of circumstances that possibly reduce the customer's creditworthiness significantly and which threaten the payment of our outstanding receivables due from the customer from the respective contractual relationship (including from other individual

orders, to which the same general agreement applies), we reserve the right to make out-standing deliveries or to perform services only if paid in advance or if a security deposit is paid.

5. If the customer does not fulfil its payment obligations, in particular if it suspends payments, we reserve the right immediately to demand payment of the total outstanding amount. In this case, we also reserve the right to refuse to make deliveries or to provide services until the customer has paid the consideration or has provided a security deposit to a sufficient extent for the outstanding deliveries, work and services.
6. If, after concluding the contract, it becomes clear (e.g. by motion for opening of insolvency proceedings) that our claim to the purchase price is at risk due to the customer's lack of solvency, we reserve the right to refuse performance and – if applicable after a notice period – withdraw from the contract according to the statutory provisions (Section 321 BGB). For contracts regarding the production of single items (individual productions), we can declare withdrawal immediately; the statutory provisions regarding the omission of a notice period shall remain unaffected.
7. The offsetting against the client's counterclaims or the withholding of payments is only permitted if the counterclaims are undisputed or legally upheld.

Section 5 Extent and type of delivery, disposable packaging, technical changes

1. The extent of the delivery is determined by our details in the order confirmation. Side-agreements and amendments require our written confirmation.
2. Partial deliveries are permissible provided they are not unreasonable for the customer.
3. We do not collect disposable packaging.
4. We reserve the right to make technical changes, including design changes, to our products if this does not affect the technical functions or if this is normal on the market and is reasonable for the customer. We also reserve this right in respect of the technical change to ready-to-use equipment. However, we are not required to make such changes to products already delivered. The customer cannot derive any rights from this.

Section 6 Delivery period and delivery delay

1. The delivery period is agreed individually and is stated by us upon acceptance of the order. If this is not the case, the delivery period shall be approx. six (6) weeks from conclusion of contract.
2. Insofar as we are unable to comply with binding delivery periods for reasons, for which we are not responsible (non-availability of the performance), we shall immediately inform the customer of this and at the same time state the estimated, new delivery period. If the performance is not available within the new delivery period either, we reserve the right to withdraw from the contract in part or in full; we shall immediately refund any consideration already paid by the customer. A case of non-availability of performance in this sense is, in particular, if our suppliers are unable to make a delivery to us on time, if we have concluded a congruent cover transaction, if neither we nor our supplier is at fault or if we are not required to make a purchase in the individual case.
3. In the event of a delay in delivery, we shall be liable in accordance with the statutory provisions, insofar as the contract is, in exceptional cases, a fixed-date transaction or the customer's interest in the further performance of the contract has ceased to exist. In this case, our liability shall be limited to the foreseeable damage typical for this type of contract, insofar as we are not guilty of intent and there is no injury to life, limb or health.
4. Furthermore, in the event of a delay in delivery, the customer may also demand compensation for any damage incurred as a result of the delay in addition to performance. However, this claim for damages in addition to performance shall be limited to 0.5% of the net invoice amount of the delivery in question per completed week of delay, up to a maximum of 5% of the net invoice amount of the delivery in question, provided that we are not guilty of intent or gross negligence and there is no injury to life, limb or health. The customer's right to withdraw from the contract after expiry of a reasonable grace period and/or to claim damages for non-performance in accordance with § 12 remains unaffected.
5. The customer's rights according to Section 12 of these T&Cs and our statutory rights, in particular with an exclusion of the duty to perform (e.g. because of impossibility or unreasonableness of the performance and/or non-performance), shall remain unaffected.

Section 7 Delivery, transfer of risk, acceptance, acceptance delay

1. Delivery shall be ex warehouse, which is also the place of performance for the delivery and any supplementary performance. Upon demand from the customer and at the customer's cost, the goods shall be sent to a different destination (sales shipment). Unless agreed otherwise, we reserve the right to determine the type of shipment (in particular the transport company, dispatch route, packaging).

2. The risk of accidental destruction and accidental deterioration of the goods shall transfer to the customer upon transfer of the goods at the latest. For mail-order purchases, however, risk of inadvertent destruction and inadvertent deterioration of the goods and the risk of delay shall transfer to the customer upon delivery of the goods to the haulier, freight carrier or other persons or organisations charged with transporting the goods. Insofar as acceptance is agreed, this shall be decisive for the transfer of risk. Moreover, the statutory provisions of the work and services contract law shall apply correspondingly to the agreed acceptance. Transfer or acceptance also applies if the customer is late accepting the goods.
3. If the customer is late accepting the goods, if they omit a duty of cooperation or if our delivery is delayed for other reasons attributable to the customer, we reserve the right to demand compensation for resulting damages, including additional costs (e.g. storage costs).
 - (a) In case of storage costs we charge compensation for this at a flat rate of € 50 net per Euro pallet per calendar day, starting from the delivery deadline or – if there is no delivery deadline – upon notification of the goods' readiness for shipping. Proof of higher damages and our statutory claims (notably additional costs, reasonable compensation, termination) shall remain unaffected; the flat rate shall be added to other cash claims, however. The customer reserves the right to prove that we have not incurred any or only smaller damages than the above amount.
 - (b) If the delivery is delayed, because the customer omits a necessary duty of cooperation in due time (especially the provision of a vehicle or an installation site), the customer has to refund us all additional costs and damages arising hereby, unless he is not responsible for the violation of the duty of cooperation.

Section 8 Force majeure

1. Events originating externally, unrelated to operations and which cannot be averted even with the utmost reasonable care (hereinafter referred to as 'force majeure'), in particular floods, earthquakes and other natural disasters, epidemics, pandemics, war, unrest, strikes, embargoes and other official measures or restrictions, shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. We shall also be released from our performance obligation if one of our suppliers is prevented from performing its obligations to us due to force majeure and we are therefore unable to perform our obligations to the customer.
2. The contracting party whose performance is impeded by force majeure is obliged to (i) inform the other contracting party in writing without undue delay of the occurrence of force majeure and to provide regular written updates on the expected effects of force majeure, (ii) take all reasonable measures to avert and end the impediment to performance, and (iii) take all reasonable measures to mitigate the consequences of the force majeure for the other contracting party.
3. If the events exempting from the obligation to perform continue for longer than eight (8) weeks, or if it is foreseeable that the events will continue for longer than eight (8) weeks, the respective recipient of the service is entitled to withdraw from the contract affected by the exempting event. If the contract is a continuing obligation, the respective recipient of services is entitled to extraordinary termination.

Section 9 Retention of title

1. Until complete payment of all our current and future claims from the agreement and a current business relationship (secured demands) we shall retain ownership of the sold goods.
2. The goods subject to retention of title may not be pledged to third parties or used as collateral until full payment of the secured claims. The customer shall immediately inform us in writing if and insofar as third parties intervene in the goods belonging to us.
3. If the customer is in breach of the contract, in particular non-payment of the due purchase price, we reserve the right according to the statutory provisions to withdraw from the contract and/or to demand the return of the goods on the basis of retention of title. The demand for return of the goods does not also include a declaration of withdrawal; indeed we reserve the right merely to demand the return of the goods and to reserve the right of withdrawal. If the customer does not pay the due purchase price, we shall only exercise this right if we have previously set the customer a reasonable deadline for payment, without success, or if such a deadline can be waived according to the statutory provisions.
4. The customer may sell and/or process, mix, combine or remodel the conditional goods as part of its normal business. In this case, the following conditions shall also apply:
 - (a) If the item provided is combined or inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item provided to the other combined or mixed items at the time of the combination or mixing. When the combination or mixing ensues in such a way that an item of the customer is to be regarded as the main item, it shall be deemed agreed that the customer hereby assigns to us co-ownership of the new item in the ratio of the value of the item provided to the other combined or mixed items at the time of the combination or mixing. We herewith accept the transfer of ownership.
 - (b) The processing or transformation of the item provided by the customer shall always be carried out on our behalf. When the provided item is processed with other items not belonging to the customer, we shall acquire co-ownership of the new item in proportion to the value of the provided item to the other processed items at the time of processing. If the provided item is

processed with other items in such a manner that the customer acquires ownership of the new item despite the provision in (b) sentences 1 and 2, it shall be considered agreed that the customer hereby transfers co-ownership of the new item to us in the ratio of the value of the provided item in comparison to the other processed items at the time of processing. We herewith accept the transfer of ownership.

(c) The customer hereby assigns to us as security any claims against third parties arising from the resale of the goods or products in the amount of our claim under the contract for the goods in question. We herewith accept this assignment. The customer's duties in paragraph 9 section 2 shall also apply to respect of the assigned claims.

(d) The customer shall remain authorised by us to collect the claims. We shall not collect the claims as long as the customer fulfils its payment obligations to us, is not in default, as long as no application is made for insolvency proceedings to be opened and there are no other defects in respect of its performance. However, if this is the case, we can demand that the customer discloses the assigned claims and their debtors, provides all information required for collection, hands over the accompanying documents and informs the debtors (third parties) of the assignment.

(e) The customer shall keep the item in which we have sole or co-ownership in safe custody for us and free of charge, and shall insure it adequately against property damage, loss, etc., at his own expense.

Section 10 Duties of product monitoring and product warning

1. In order to protect itself and the end customer from risks of all kinds, the customer shall monitor the products supplied by us in terms of technical safety (duty of product monitoring). If it becomes clear that there are risks from the product, the customer shall immediately inform us in writing of this. (Duty of product warning).
2. Insofar as we are sued by third parties for breach of the duties of product monitoring and product warning, and this is due to a breach of the duties of product monitoring and product warning by the customer, the customer shall indemnify us from damages incurred due to its breach of duty.

Section 11 Customer's claims due to defects

1. The statutory provisions shall apply to the customer's rights in respect of material and legal defects (including wrong and short deliveries), unless agreed otherwise below. In all cases, the statutory special provisions for final delivery of the goods to the consumer shall remain (supplier's recourse according to Section 478, 479 BGB). If the delivered goods are used items, all warranty claims are excluded, unless expressly agreed otherwise in writing.
2. The basis of our liability for defects is the agreement concerning the condition of the goods. The specification provided to the customer shall be deemed to be the agreement concerning the condition of the goods. If the condition is not agreed, the statutory provisions shall apply as to whether there is a defect or not. However, we do not assume liability for public statements by use, our vicarious agents or other third parties (e.g. advertising).
3. The customer must inspect the goods immediately upon receipt, insofar as this is feasible in the ordinary course of business, and notify us of any defects that become apparent in writing (e.g. by fax, letter or email) without delay, but no later than five (5) working days after delivery. Defects that were not apparent during the proper inspection upon receipt must be reported by the customer in writing (e.g. by fax, letter or email) immediately, but no later than three (3) working days after discovery of the defects. Otherwise, the delivered goods shall be deemed to have been approved, unless the defect was fraudulently concealed by us. Working days within the meaning of this paragraph are Monday to Friday, excluding public holidays at the customer's place of business.
4. If the delivered goods are defective, we can initially choose the supplemental performance, either to repair the defect (repair) or to deliver a defect-free item (replacement). Our right of supplemental performance subject to refuse under the statutory provisions remains unaffected.
5. We reserve the right to make supplemental performance dependent on the customer paying the remuneration due. The customer reserves the right, however, to retain part of the remuneration in proportion to the defect.
6. The customer shall grant us the time and opportunity to carry out the owed supplemental performance, in particular to return the defective goods for examination. In the case of replacement, the customer shall return the defective item to us according to the statutory provisions. The supplemental performance does not include removal of the defective good or the installation if we were not originally required to install it.
7. We shall bear the costs incurred for testing and supplemental performance, in particular transport, travel, labour and material costs (not: removal and installation costs) if there is actually a defect. Otherwise, we can demand that the customer pays the costs incurred for unjustified demands for correction of defects (in particular test and transport costs), unless the lack of defect was not discernible for the customer.
8. Insofar as third-party rights prevent the contractual use of the goods, we shall, at our discretion, take appropriate measures to eliminate the third-party rights or their assertion, obtain the rights of use from the third party for the customer at our own expense, or replace the goods so that they no longer infringe third-party rights, if and to the extent that this does not impair the contractual conformity of the goods.
9. Claims for infringement of industrial property rights or copyrights of third

parties are excluded if such infringement is based on instructions given by the customer, unauthorised modifications or use of the goods by the customer in a manner not in accordance with the contract.

10. In urgent cases, e.g. if there is a risk to works safety or to prevent disproportionate damage, the customer reserves the right to correct the defect itself and to demand reimbursement for the objectively necessary costs for this. We must be informed immediately of any such work, in advance if possible. There is no right to perform the work if we would have been entitled to refuse a corresponding subsequent performance according to the statutory provisions.
11. If the supplemental performance fails or if the period set by the customer for supplemental performance has expired without success or can be waived according to the statutory provisions, the customer can withdraw from the contract or reduce the purchase price. In the case of an insignificant defect, there is no right of withdrawal, however.
12. The customer's right of recourse against us pursuant to § 445a shall only exist insofar as the end customer is a consumer.
13. Claims by the customer for compensation or reimbursement of expenses incurred in vain shall only exist according to the conditions of section 12 and otherwise are excluded.

Section 12 Liability

1. We shall be liable without limitation in the event of culpable injury to life, limb or health caused by us, our legal representatives or vicarious agents.
2. We shall be liable for our own intent and gross negligence as well as for the intent and gross negligence of our legal representatives and vicarious agents. However, insofar as neither we nor our legal representatives and vicarious agents are guilty of intent and no case pursuant to Section 12 (1) applies, liability shall be limited to the foreseeable damage typical for this type of contract.
3. We shall also be liable for any culpable breach of such obligations, the fulfilment of which is essential for the performance of the contract and on the observance of which the customer regularly relies and may rely, by us, our legal representatives or vicarious agents. However, insofar as we, our legal representatives and vicarious agents are not guilty of intent and no case pursuant to § 12 (1) applies, liability shall be limited to the foreseeable damage typical for this type of contract.
4. We shall also be liable in the event of fraudulent concealment of a defect or if we have given a guarantee. In the latter case, the scope of liability shall be governed by the guarantee statement. We shall also be liable in cases of mandatory statutory liability, for example under the Product Liability Act.
5. Furthermore, our liability – regardless of the legal basis – is excluded unless otherwise specified in these T&Cs.
6. Insofar as our liability is excluded or limited in accordance with the above provisions, this also applies to the personal liability of our organs, legal representatives, employees, staff and vicarious agents.
7. The customer shall inform and consult with us immediately and comprehensively if the customer wishes to make a claim against us in accordance with the above provisions. The customer shall give us the opportunity to investigate the damage immediately.

Section 13 Limitation of Claims for Defects

1. Claims for material defects and defects of title shall become statute-barred 12 months after delivery of the products to the customer, regardless of the legal reason; if acceptance has been agreed, the statute of limitations shall commence upon acceptance. This shall not apply (i) to any claims covered by § 12, (ii) to cases of recourse pursuant to §§ 445a, 445b German Civil Code as therefor § 13 sentence 2 is applicable, and (iii) to products which constitute a building or have been used for a building in accordance with their customary use and have caused its defectiveness; in cases (i) to (iii), the statutory limitation provisions shall apply.
2. The limitation period for the claims regulated in § 445b sent. 1 and 2 German Civil Code shall be 12 months after the delivery of the products to the customer. This does not apply (i) if the end customer is a consumer, (ii) if we are responsible for the defect, or (iii) for any claims covered by § 12, meaning that in cases (i) to (iii) the statutory limitation provisions apply.

Section 14 Order-based requirements and supplies

1. If, in accordance with the contract, the use of certain production equipment, devices, tools and designs, drawings or samples, are prescribed or supplied by the customer for the order or are produced, ordered or supplied on behalf of the customer, the customer guarantees the correctness of the information and the usability of the supplies. In addition, the customer guarantees that the use of this equipment and these devices and/or other requirements does not breach third-party property rights or other third-party rights.
2. Order-related equipment according to s. 14 (1) shall remain our property unless agreed otherwise. This is also the case if the customer pays us the costs on a pro rata basis, but not in full.
3. If the customer is owner of the order-related equipment, the customer shall collect the supplies from us upon request and after a reasonable period. If the period expires without success, we reserve the right to dispose of the supplies and to charge the customer the costs for this.

Section 15 Installation and assembly

1. Unless otherwise agreed in writing, the following provisions apply to installation and assembly:
The customer shall bear the costs and provide the following in good time:
a) all earthworks, construction work and other ancillary work not specific to the industry, including the necessary skilled and unskilled labour, building materials and tools,
b) the items and materials required for assembly and commissioning, such as scaffolding, hoists and other equipment, fuels and lubricants,
c) energy and water at the point of use, including connections, heating and lighting,
d) sufficiently large, suitable, dry and lockable rooms at the installation site for the storage of machine parts, equipment, materials, tools, etc., and appropriate work and recreation rooms for the installation personnel, including sanitary facilities appropriate to the circumstances. Furthermore, the customer shall take the measures to protect our property and the assembly personnel on the construction site that he would take to protect his own business,
e) Protective clothing and protective devices that are necessary due to special circumstances at the assembly site.
2. Before the start of installation work, the customer must provide us with the necessary information about the location of concealed electrical, gas and water lines and similar installations, as well as the necessary structural data, without being asked to do so. The customer is liable to us internally for any damage incurred. The customer must provide evidence that they are not at fault.
3. Before installation or assembly begins, the customer must deliver the necessary materials and items to the installation or assembly site and must prepare all preliminary work before the start of installation so that installation or assembly can begin as agreed and be carried out without interruption. The customer must prepare access routes and the installation and assembly site in an appropriate and reasonable manner for all assembly and installation activities.
4. If delays in installation, assembly or commissioning occur due to circumstances beyond our control, the customer shall bear the costs for waiting times and any additional travel required to a reasonable extent, without any further conditions being necessary.
5. The customer must immediately certify in writing the duration of the working hours of the installation personnel and the completion of the installation, assembly or commissioning.
6. Upon completion, the customer is obliged to accept the service within two (2) weeks. If the customer does not carry out acceptance after completion, acceptance shall be deemed to have taken place within two (2) weeks of completion. Acceptance shall also be deemed to have taken place if the service has been put into use, possibly after completion of an agreed test phase. Acceptance cannot be refused on the grounds of minor defects.

Section 16 Business secrets

1. "Confidential information" are all technical, commercial, operative and other information liable to secrecy regarding to our business activity, regardless if in tangible, intangible, electronic or other form and even if not marked as confidential. Confidential information are therefore all of our company and business secrets especially (i) experiences, know-how, inventions and ideas, regardless if they are patentable or not, (ii) research findings, manufacturing processes, assembly processes, marketing and commercial strategies, (iii) information on products, product composition, prices, price calculations and business activities, (iv) constructional drawings, product drawings, construction plans, presentations, minutes of meeting, analysis, IT-programs, diagrams, concepts, models, stencils, patterns, formulas, designs, functional specifications plus (v) every other information which an objective recipient with the due diligence of a prudent businessman taking into account the circumstances of individual cases has to recognize as confidential.
2. Confidential information also includes other information that is expressly marked as confidential. The term Confidential Information also includes all documents, drawings, data carriers and other objects that embody Confidential Information.
3. Information shall not be considered confidential if the customer can prove that (i) the information was already in the public domain at the time of transmission or became public knowledge after transmission without any breach of duty on the part of the customer, (ii) the customer already had lawful knowledge of the information without any obligation of confidentiality before receiving it from us, (iii) the customer has lawfully received the information from a third party without any obligation of confidentiality, or (iv) the customer has independently developed the information without using confidential information.
4. If the customer is required to disclose confidential information due to a legal or regulatory obligation, he is entitled to do so. He shall inform us immediately.
5. The customer undertakes to keep the Confidential Information secret (duty of confidentiality) and to use the Confidential Information exclusively for the execution of the contracts with us (limitation of use). The contracting party may not pass on or otherwise make available the Confidential Information to third parties without our prior written consent.
6. Without our written consent, the customer may not use, copy, duplicate or hand over, make accessible or disclose plans, illustrations, drawings, samples, calculations, and other documents owned by us to third parties. This shall also apply if these documents do not contain a non-disclosure marking.
7. The customer shall take the necessary precautions with the diligence of a

- prudent businessman to ensure that unauthorised third parties cannot gain access to the Confidential Information and that the Confidential Information is only used within the context of executing contracts with us. In particular, the customer guarantees that its employees, consultants, shareholders, subcontractors and others who gain knowledge of such Confidential Information shall be obliged to treat our Confidential Information confidentially and use it solely for executing its contracts with us.
- These obligations shall apply during and also for a period of 5 years subsequent to termination of the contractual relationship between us and the customer.
 - The customer is not entitled to reverse engineer the goods provided by us. In particular, the customer shall not analyse or reverse engineer the items provided by us in order to determine information about the nature, composition or components of the items or about the interaction of their components.
 - At our request, all information originating from us (including any copies or records made) and items provided on loan must be returned to us immediately and in full or destroyed irretrievably upon request. This shall not apply in exceptional cases where and as long as the customer requires this information or these items to fulfil contracts with us or is required to retain them in accordance with statutory provisions. Other than that, the customer shall only have a right of retention when the claims are undisputed or have been finally determined by a court of law.

Section 17 Place of performance, place of jurisdiction

- Unless expressly agreed otherwise, place of performance is our place of domicile in Crailsheim. If we also owe installation or other services that can only be provided on site, place of performance for these services is the location where the installation or other service has to be performed.
- If the customer is a merchant as defined in the Commercial Code, a juridical person under public law or a public-law special asset, the exclusive – also international – place of jurisdiction for all disputes deriving directly or indirectly from the contractual relationship is our place of domicile in Crailsheim. This shall apply correspondingly if the customer is a business as defined in Section 14 BGB. However, in all cases we also reserve the right to sue at the place of performance of the delivery obligation according to these T&Cs or a priority individual agreement or at the customer's general place of jurisdiction.

Section 18 Contract amendment

If unforeseen events significantly alter the economic significance or content of the delivery or have a significant impact on our operations, the contract shall be adjusted appropriately in good faith. If this is not economically feasible, we shall be entitled to withdraw from the contract. The contract shall then be rescinded in accordance with the statutory provisions without the customer being entitled to claim damages. Once we have ascertained the scope of the event, we shall immediately notify the customer that we intend to exercise our right of withdrawal. The right of withdrawal shall remain in force even if an extension of the delivery period has been agreed with the customer.

Section 19 Old electrical appliances

- The customer is obliged to dispose of the goods after use and to comply with the statutory provisions when doing so. The customer shall bear the costs of disposal.
- The customer releases us from all obligations under Section 10 (2) of the German Electrical and Electronic Equipment Act (Elektrogesetz), in particular from the manufacturer's take-back obligation and all related third-party claims.
- If the customer passes on delivered goods to third parties, they are obliged to contractually oblige these third parties to dispose of the goods at their own expense or at the customer's expense in accordance with the statutory provisions after the end of use. The customer must contractually oblige third parties to impose a corresponding obligation on the respective purchaser in the event of further transfer.
- If the customer violates the provisions of Section 19 (3), they shall be obliged to take back the goods in accordance with Section 19 (1), dispose of them in accordance with the statutory provisions and indemnify us against any claims by third parties. This shall not apply if they are not responsible for the breach of duty.
- Any deviating agreement regarding the return and disposal of old electrical appliances by us must be declared in writing by the customer. The scope of the return is limited to goods that have all of the following characteristics: Brand name 'Bott Systems' on the old appliance, CE marking, serial number sticker with serial number (must still be present on the old electrical appliance), symbol of a crossed-out dustbin with a black bar underneath. The scope of the return only includes old electrical appliances without housings, table tops or similar.

Section 20 Compliance

- The customer undertakes to observe and comply with the applicable legal regulations.
- The customer undertakes to comply with the applicable statutory provisions, in particular the Packaging Act (VerpackG), when disposing of packaging materials. We will only take back packaging if this has been expressly agreed or is required by law.

- The customer undertakes to comply with the requirements of the Supply Chain Due Diligence Act (LkSG) insofar as they or their suppliers fall within its scope. This includes, in particular, the prevention of child labour, forced labour and discrimination, as well as compliance with labour and environmental standards. We are entitled to request appropriate evidence or declarations of compliance with these obligations.
- The customer undertakes to observe applicable environmental, social and governance (ESG) standards when using, processing or distributing our goods. This includes, in particular, compliance with environmental regulations, the avoidance of environmental pollution and respect for internationally recognised human rights along the supply chain. We reserve the right to request appropriate evidence or self-disclosure.
- When using products with digital functionality, the customer undertakes to take appropriate technical and organisational measures to ensure IT security. This includes, in particular, protection against unauthorised access, manipulation, data loss or other cyber attacks. The customer must notify us immediately in writing of any security-related incidents relating to our goods. We are entitled to define appropriate security requirements and to demand compliance with them.

Section 21 Applicable law, contractual law, German version

- These T&Cs and all the legal relationships between us and the customer are subject to the law of the Federal Republic of Germany to the exclusion of all references to other jurisdictions and international agreements. The application of the UN Convention on the International Sale of Goods is excluded. Prerequisites and the effects of the retention of title are subject to the law at the location of the goods, if the selection of German law is not permitted or is invalid.
- The contractual language is German.
- Only the German version of these T&Cs is binding, the English version is exclusively for information.

Section 22 Pending negotiations, saving clause

- Pending negotiations regarding claims due to material defects or other claims for compensation shall only exist if the contractual partners have stated in writing that they have to negotiate such claims. If the claim based on this written form requirement represents misconduct, neither contractual partner can claim on basis of compliance with this written form requirement.
- If a provision of these T&Cs is or becomes invalid, this shall not impact on the validity of all other provisions. If other agreements are or become invalid within the framework of the cooperation with the customer, the validity of all other agreements shall not be affected thereby. In this case, the invalid condition shall be interpreted or amended such that the commercial purpose intended with the invalid condition is legally achieved.

Note:

The customer acknowledges that we store data from the contractual relationship in accordance with Article 6 paragraph 1 letter b) of the General Data Protection Regulation for the purpose of data processing and reserve the right to transfer the data to third parties (e.g. insurance companies) to the degree necessary for the fulfilment of the contract.

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