General Terms and Conditions of Sale and Services

F&K Maschinenbau GmbH & Co. KG · KILIC Gruppe · exclusively for business customers
As of: 26 October 2026 | Version: B2B-2026-10-26-R6

Contractual version for business customers. These terms govern industrial supplies and services provided by F&K Maschinenbau GmbH & Co. KG to business customers. Their application requires their valid incorporation into the contract. Individually agreed terms take precedence. The scope and excluded types of contract are set out in clause 1.

English translation of the German document, version B2B-2026-10-26-R6. Translation dated 26 October 2026.

1. Contracting parties and scope

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1.1 These General Terms and Conditions of Sale and Services apply to contracts between F&K Maschinenbau GmbH & Co. KG, Bunsenstraße 9-11, 51145 Cologne, Germany, Cologne Local Court HRA 29365, email info@fk-mb.de (hereinafter "we"), and entrepreneurs within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law (hereinafter the "Customer"). The sole contracting party is F&K Maschinenbau GmbH & Co. KG. The designation KILIC Gruppe does not create any additional contracting party or any obligation for other companies to perform. The general partner is F&K GmbH, Cologne Local Court HRB 76513, represented by its managing directors Ferhan Kilic and Kemal Kilic.

1.2 The scope includes, in particular, mechanical engineering and metal construction, sheet metal fabrication, machining, welding and stamping, design, toolmaking and fixture construction, surface finishing, series production, and agreed installation, commissioning, maintenance and other technical services. The provisions applicable to each type of contract apply to sales contracts, contracts for the supply of goods to be manufactured, contracts for work and service contracts. The legal classification is determined by the actual performance owed.

1.3 These terms apply only if validly incorporated into the contract. We recognise any deviating, conflicting or supplementary purchasing terms of the Customer only to the extent that their application has been agreed; performance without reservation alone does not constitute consent. Individually agreed terms always take precedence. Statutory rules on conflicting standard terms remain unaffected.

1.4 Consumer contracts, leases of office and commercial premises, employment relationships, purchasing contracts with our suppliers and orders placed through an online shop to be established in the future are excluded. Separate contractual bases are intended for these. A new version of these terms does not amend existing contracts without a corresponding agreement.

1.5 The version intended for the order must be made available to the Customer before the contract is concluded, and its application must be agreed. An express framework agreement may also incorporate these terms for future orders of the same type. Mere publication on a website does not replace an agreement where one is required. Special order-specific terms that have been validly agreed take precedence over these terms for the matters expressly addressed in them; individually agreed terms always take precedence.

2. Quotations and formation of the contract

2.1 Our quotations are non-binding unless expressly identified as binding or containing a binding acceptance period. Information on the website, in catalogues and in general presentations does not constitute a binding contractual offer. Project enquiries and automatic acknowledgements of receipt do not, by themselves, result in a contract.

2.2 A contract is formed through corresponding declarations, in particular through our order confirmation in text form or by commencing performance in relation to the order. If our order confirmation differs from the order, the new offer contained in it requires acceptance by the Customer; under these terms, the Customer's mere silence does not constitute consent.

2.3 Agreements on performance, quantity, drawing revision, price and deadlines, as well as subsequent changes, should be recorded in text form, for example by email, for evidential purposes. The precedence of valid individual agreements, including oral agreements, and statutory form requirements remain unaffected.

3. Scope of services, design and surfaces

3.1 The agreed specification and the drawings identified in it with their revision status, quantities, materials, tolerances, surfaces, operating conditions, inspection criteria and documentation obligations are decisive. Statutory requirements and the quality owed under the applicable contract law remain unaffected. Use for special purposes that were not apparent to us when the contract was concluded must be expressly agreed.

3.2 For design services, the loads, interfaces, environmental conditions, safety requirements and output files owed must, in particular, be agreed. Any agreed responsibility for design or inspection remains with us. If we manufacture solely to the Customer's specifications, a complete independent redesign or engineering of the overall system is not included in the scope unless correspondingly commissioned; our duties to inspect and give warnings remain in place.

3.3 For surface finishing services, the base material, pretreatment, coating process, coating thickness, colour, gloss level, permissible contact points, areas to be masked, dimensional changes, and corrosion protection and inspection requirements must, in particular, be specified. Statements on corrosion resistance refer to the agreed test and operating conditions. Visual or process-related deviations are not permitted as a blanket rule, but only within agreed tolerances or the quality legally owed.

3.4 Initial samples, approval samples and agreed inspection plans define the order only to the extent agreed. Customer approval does not release us from responsibility for performance in accordance with the contract and does not constitute a waiver of rights relating to defects that could not be identified. We owe special certificates, test certificates and customer-specific documentation to the extent required by law or agreed.

3.5 A guarantee of quality or durability is given only by a declaration recognisable as such a guarantee. Merely describing a characteristic does not constitute an additional guarantee. For service contracts, the agreed professionally performed activity is owed; a particular result is owed only if it forms part of the contract.

3.6 We may use suitable subcontractors unless personal performance has been agreed and provided that the Customer's legitimate interests, agreed approval requirements and confidentiality are protected. We remain responsible for contractual performance in accordance with these terms.

4. Cooperation, customer-supplied items and installation conditions

4.1 The Customer shall provide the necessary approved drawings, bills of materials, material data, operating specifications, contact persons and decisions in good time. Before the contract is concluded, the Customer shall notify us of any known special hazards and unusually high risks of damage at the place of use, so that the scope of services, protective measures and, where appropriate, separate risk cover can be agreed. This does not result in a blanket exclusion of liability if notification is omitted.

4.2 Customer-supplied workpieces and materials must arrive in good time in the agreed quantity and quality. The Customer shall provide information on pretreatments, coatings, internal material properties and special storage or processing requirements insofar as these are known to the Customer and relevant to performance. Extensive material analyses or destructive tests must be commissioned separately unless already included in the inspection owed. We shall promptly report any identifiable concerns.

4.3 For installation and commissioning work, the Customer shall provide the agreed safe access, an unobstructed work area, connections, lifting equipment and auxiliary resources, and the necessary approvals, insofar as these services are assigned to the Customer. The respective responsibility for occupational safety, permits, CE conformity and integration into an overall installation shall be determined for each order; mandatory statutory obligations of manufacturers and operators are not waived by this arrangement.

4.4 If the Customer breaches a duty to cooperate or is in default in acceptance, we may assert the claims provided by law, in particular for reimbursement of necessary additional expenses, damages or compensation under section 642 BGB, provided their requirements are met. Additional costs, for example for waiting time, a further journey to the site or interim storage, shall be itemised transparently. Claims shall not be charged more than once for the same disadvantage. Statutory claims for remuneration and reimbursement of expenses arising from unsuitable customer materials or customer instructions, in particular under section 645 BGB, remain available insofar as those provisions apply to the contract and their requirements are met.

4.5 If there are specifically substantiated significant risks to persons, property or lawful performance, we may suspend the work directly affected to the extent necessary until the matter is clarified. We shall promptly inform the Customer of the reasons and the cooperation required, and resume the work once those reasons cease to exist. Effects on costs, deadlines and liability are governed by clauses 4.4, 9 and 16; our own responsibility is not excluded by this provision.

5. Changes, series orders and call-offs

5.1 Requests for changes after the contract has been concluded, in particular to drawings, materials, tolerances, surfaces, inspections, quantities, call-off schedules or installation conditions, must be agreed separately. Before carrying them out, we shall inform the Customer of the foreseeable effects on price, deadlines, services already performed and procurement costs that can no longer be avoided. We shall carry out changed or additional services after they have been correspondingly commissioned. Statutory rights to request changes or issue directions remain unaffected.

5.2 Until a change agreement has been reached, the previously agreed scope remains decisive. If continuing performance is objectively not reasonably practicable because of the change request or contradictory customer specifications, we shall coordinate the affected work with the Customer. Rights to refuse performance and to terminate exist only if the contractual or statutory requirements are met.

5.3 For series and framework orders, binding total quantities, batch sizes, terms, call-off deadlines and approved material coverage shall be specified in the order. The Customer is obliged to call off and take

delivery of quantities ordered on a binding basis within the required periods. Binding orders and expressly approved material procurement may not be unilaterally reduced or postponed free of charge. If binding call-offs are not made, we may assert claims for default in acceptance, non-performance or failure to cooperate subject to the applicable statutory requirements, including the setting of any required deadline. Non-binding forecasts do not create an obligation to take delivery. Statutory rights and clause 18 remain unaffected.

5.4 Over-deliveries or under-deliveries are permitted only within expressly agreed quantity tolerances. These terms do not establish an automatic percentage tolerance. Early procurement beyond the binding order or express material approval shall not be at the Customer's expense.

6. Prices and additional costs

6.1 The contractually agreed prices in euros apply, plus the statutory value added tax applicable in each case. Unless otherwise agreed, goods prices are based on collection from the operating site specified in the order, plus packaging and any dispatch requested by the Customer. We charge separately for the necessary, reasonable and actually incurred packaging and dispatch costs; foreseeable additional costs or their calculation bases shall be shown in the quotation. We arrange transport insurance at the Customer's expense only by agreement. Installation, commissioning, travel and accommodation costs are payable additionally only on the agreed calculation bases, insofar as they are not already included in the price. Clause 6.4 and statutory claims to remuneration remain unaffected.

6.2 Fixed prices relate to the agreed scope of services and the quantities and conditions of performance on which they are based. Customer requests outside that scope are dealt with under clause 5. Price adjustment provisions for longer-term series or framework contracts apply only on the basis of a separate agreement that specifically defines the cost components, weighting, reference values and adjustment procedure and takes account of cost increases and decreases on the same basis.

6.3 Changes to agreed fixed prices require an agreement or a statutory basis, in particular section 313 BGB in the event of a disturbance of the basis of the transaction. Extensive planning, a feasibility study or a cost calculation prepared on request is chargeable if its remuneration was agreed beforehand.

6.4 Additional services commissioned by the Customer outside the existing order, such as additional inspections, documentation, modifications or installation visits, shall be paid for at the remuneration agreed for them. In the absence of a price agreement, if the circumstances indicate that the additional service is to be expected only in return for payment, the customary remuneration applies subject to the statutory requirements. Before performance, we shall point out the additional scope and foreseeable costs. Our obligations to provide remedial performance under clause 14 remain unaffected.

7. Payment, default and counter-rights

7.1 Unless otherwise agreed, we grant a payment period of 14 calendar days without deduction only following a positive credit assessment and our corresponding confirmation in the quotation or order confirmation. The payment period begins on receipt of the invoice; for sales contracts and contracts for the supply of goods to be manufactured, however, it begins no earlier than contractual handover or the relevant transfer of risk under clause 10; for work requiring acceptance, no earlier than acceptance or a legally equivalent effect; and for service contracts, no earlier than performance of the invoiced services. For construction contracts, the payment period for the final remuneration also does not begin before the requirements of section 650g paragraph 4 BGB have been met, in particular before an auditable final invoice has been issued. Clause 7.2 applies to agreed advance and progress payments. A cash discount requires express agreement.

7.2 If no positive credit assessment is available before the contract is concluded, or no payment period is granted, we may make conclusion of the contract conditional on a reasonable advance payment or suitable security. The type, amount and due date shall be agreed in the quotation or contract before conclusion. Advance payments and project-specific payment schedules, in particular for tooling, design, plant and international orders, shall be defined together with the conditions for their becoming due. For work, we may also demand progress payments to the extent permitted by section 632a BGB. Payment terms already agreed are not retrospectively changed by this provision. Rights where a risk to payment becomes apparent only after the contract has been concluded are governed by clause 8.

7.3 Once a contractually specified or calculable calendar payment period expires, default occurs without a further reminder insofar as the Customer is responsible for the non-payment. In other cases, the statutory requirements for default apply. In the event of payment default, the Customer owes statutory default interest of nine percentage points above the applicable base rate and the statutory default lump sum of 40 euros. The lump sum shall be credited against any compensation owed for the costs of pursuing legal remedies. Any further proven loss caused by the default remains recoverable.

7.4 Set-off against counterclaims is permitted if those counterclaims are undisputed, have been established by a final court judgment or are ready for adjudication. This restriction does not apply to counterclaims arising from the same contractual relationship, in particular those relating to defects, services not performed or unwinding of the contract. Statutory rights to refuse performance and rights of retention arising from the same contractual relationship, in particular under sections 320 and 641 paragraph 3 BGB, remain available.

7.5 Insofar as an agreed payment schedule expressly makes a service conditional on an advance payment, we may withhold that service until the payment due has been received. The Customer's legitimate rights to refuse performance and rights of retention are preserved. Clause 9.1 applies to any resulting changes to deadlines. Further rights where payment is at risk or consideration is not provided are governed by clause 8 and the law.

8. Payment at risk and suspension of performance

8.1 If, after the contract has been concluded, it becomes apparent that our claim to consideration is at risk because of the Customer's inability to perform, we may suspend any performance we owe in advance subject to the requirements of section 321 BGB. This right ceases as soon as the Customer provides the consideration or suitable security.

8.2 We may set a reasonable deadline within which the Customer may choose either to provide the consideration concurrently in exchange for our performance or to provide security. Only after that deadline has expired without result, or where setting a deadline is not required by law, may we rescind the contract in accordance with the statutory rules. In all other respects, statutory rights to refuse performance because consideration that is due has not been provided remain available.

8.3 We shall promptly inform the Customer of any justified suspension and its reason. Only the actual effects caused to the performance process shall be taken into account. A minor payment shortfall or a payment legitimately withheld does not automatically result in the termination of all orders.

8.4 Statutory security rights remain unaffected. These include, in particular, contractors' liens and, where the statutory requirements are met, claims to construction contractor's security under section 650f BGB.

9. Deadlines and exceptional impediments to performance

9.1 Binding delivery and performance dates are determined by agreement. If a date depends on customer data, an approval, customer-supplied items or agreed advance payments, those prerequisites shall be stated in the order. A delay attributable to the Customer extends the affected period by its actual impact plus a reasonable and necessary restart period; this does not apply insofar as we are responsible for the delay ourselves. Purely indicative planning information and expressly non-binding date forecasts do not create a fixed-date transaction. Contractually agreed performance periods remain decisive.

9.2 Exceptional events outside our sphere of responsibility that cannot be controlled even with reasonable precautions may prevent performance for the duration of their specific effects plus a reasonable restart period. These may include natural disasters, war, official prohibitions, or unforeseeable and unavoidable operational and transport disruptions. General cost increases, ordinary staff shortages or avoidable procurement problems alone are insufficient.

9.3 We shall promptly provide information about such an impediment, its expected duration and reasonable countermeasures. If the impediment lasts longer than eight weeks, either party may rescind the contract in respect of the affected services not yet performed; in a continuing contractual relationship, termination of the affected part takes the place of rescission. Statutory rights to end the contract that arise earlier remain available. Payments attributable to services that will no longer be performed shall be refunded promptly.

9.4 Our obligation to deliver is subject to our receiving correct and timely supplies, insofar as we have concluded a corresponding procurement transaction in good time that matches the goods, quantity, quality and delivery time, are not responsible for the failure of supply and have not assumed a conflicting procurement guarantee. We shall examine reasonable alternative sources of supply and promptly inform the Customer of the impediment and its anticipated effects. If the failure of supply is only temporary, the affected delivery period shall be extended solely by the proven actual delay plus a necessary and reasonable restart period; clause 9.3 applies accordingly. If the failure of supply is permanent, we may rescind the affected part of the contract that has not yet been performed if reasonable alternative procurement is also impossible. The Customer's statutory rights, in particular where it has no interest in partial performance, remain available. Advance payments attributable to services that will no longer be performed shall be refunded promptly. Our own breach of duty is not exempted from liability by this provision; clause 16 applies.

10. Delivery, dispatch and default in acceptance

10.1 Unless another delivery condition is agreed, goods shall be handed over at the operating site specified in the order. If, at the Customer's request, goods are dispatched to a place other than the place of performance, the risk of accidental loss or accidental damage under sales contracts and contracts for the supply of goods to be manufactured passes to the Customer under section 447 BGB when the goods are handed over to the person designated to carry out the dispatch. Our duties concerning proper packaging, selection and handling of dispatch remain unaffected.

10.2 Incoterms® apply only if the specific clause, named place and applicable edition have been agreed. That agreement takes precedence over the general dispatch rule. For work requiring acceptance, the transfer of risk is governed by the statutory acceptance rules, in particular section 644 BGB, including the statutory dispatch rule in section 644 paragraph 2 BGB where its requirements are met.

10.3 Partial deliveries are permitted if the delivered part can be used by the Customer for the contractual purpose, the remaining delivery appears assured and the Customer does not incur unreasonable disadvantages or additional costs, unless we bear those costs. Partial invoicing is permissible only for correspondingly agreed services or services that can be invoiced separately.

10.4 In the event of default in acceptance, we may claim the storage and other additional expenses that are actually necessary and recoverable by law. We shall give timely notice of readiness for delivery and impending costs insofar as possible. No fixed flat-rate storage charge or automatic right to dispose of the Customer's property is agreed.

11. Retention of title and security for claims

11.1 We retain title to delivered movable goods until all our present and future claims arising from the ongoing business relationship with the Customer have been paid in full. Only claims of F&K Maschinenbau GmbH & Co. KG are secured, not claims of other group companies.

11.2 The Customer shall handle goods subject to retention of title with care and promptly inform us of any attachments or other third-party interventions. Before full payment, the Customer may neither pledge them nor transfer ownership of them as security. This provision does not establish any right to enter premises or collect goods without consent.

11.3 Processing or transformation of goods subject to retention of title is carried out for us as manufacturer without creating an additional obligation for us. If they are processed with goods belonging to others, we acquire a co-ownership share in the new item corresponding to the ratio of the invoice value of our goods subject to retention of title, including value added tax, to the sum of that invoice value and the value of the other goods processed at the time of processing. The same applies to combination or mixing. If the Customer thereby acquires sole ownership, the Customer hereby transfers the corresponding co-ownership share to us; we accept that transfer. The Customer shall hold our property or co-owned property in custody for us. This provision does not exclude a statutory transfer of ownership upon incorporation into land as an essential component, in particular under section 946 BGB. For orders where retention of title does not provide sufficient security, separate permissible payment or security arrangements may be agreed.

11.4 The Customer may process and resell goods subject to retention of title in the ordinary course of business. The Customer hereby assigns the resulting receivables to us as security; we accept the assignment. Where they are sold together with other goods, the assignment is limited to the invoice amount of our goods including value added tax; where an item in which we hold co-ownership is sold, it is limited to the corresponding share of the receivable.

11.5 The Customer remains authorised to collect the assigned receivables. In the event of payment default after a reasonable payment period has expired without result, or where payment is at risk under clause 8.1, we may revoke this authorisation and the authorisations to resell and process insofar as this is necessary to secure our legitimate claims and reasonable taking account of both parties' interests. The Customer's legitimate rights to refuse performance and rights of retention remain unaffected. Following a justified revocation, we may collect the assigned receivables ourselves and request the information and documents necessary for that purpose. Mandatory insolvency law provisions remain unaffected.

11.6 If the realisable value of our security exceeds the secured claims by more than ten per cent, we shall, upon request, release security to the extent of the excess. In selecting the security to be released, we shall take account of the Customer's legitimate interests. We shall demand the return of goods

subject to retention of title only where the statutory requirements are met, in particular following the requisite rescission under section 449 paragraph 2 BGB.

11.7 Insofar as additional permissible agreements or registrations are required for security in the country of destination, these shall be agreed separately. The mere choice of German contract law does not replace any measure required under foreign property or insolvency law.

12. Tools, developments, designs and rights of use

12.1 Our general operating resources, manufacturing processes, programs and pre-existing tools remain our property or remain subject to our rights, unless otherwise agreed. A contribution expressly described as a contribution to tooling costs does not, by itself, transfer ownership. If, however, a tool is purchased as a deliverable, the agreed rules on transfer of ownership and clause 11 apply; a fully paid purchase of a tool is not reinterpreted as a mere contribution to costs.

12.2 For tools owned by, or transferred to, the Customer that remain with us, identification, use, service life in production quantities, maintenance and storage shall be agreed. They shall be used only for approved customer orders. Normal operational wear must be distinguished from damage for which we are responsible; replacement and chargeable repairs require a corresponding commission unless a statutory entitlement exists.

12.3 The duration and costs of storing customer-owned tools after completion of the agreed orders shall be agreed for each order. If no agreement exists and there are no further binding orders for the tool, after completion of the order we shall request that the Customer take back the tool or agree further storage within a reasonable period of at least six weeks. Until that period expires, we shall store the tool without an additional storage charge. If default in acceptance occurs thereafter, statutory rights apply, in particular the right to reimbursement of necessary additional expenses. Statutory contractors' liens and commercial rights of retention remain unaffected. No automatic scrapping or abandonment of ownership is agreed.

12.4 Rights in drawings, data, software, samples and other specifications supplied by the Customer remain with the Customer or the respective rights holders. The Customer grants us only the use necessary to perform the order, including necessary disclosure to legitimately engaged contractors bound by confidentiality. This does not create any right to use customer-specific confidential content for other customers or to register developments belonging to others as our own intellectual property rights.

12.5 Rights in designs, drawings, calculations, software, manufacturing processes and other work results contributed by us or developed in the course of the order remain with us to the extent that we hold those rights. The Customer receives the rights of use owed under the agreement and the contractual purpose jointly envisaged; insofar as those do not entail more extensive rights, the rights granted are non-exclusive. Unless an earlier definitive grant of rights has been agreed or follows from the contractual purpose, the grant takes effect upon full payment for the relevant work results. From the time of contractual handover, the Customer receives provisional authorisation for the productive use necessary under the contract, in particular during an agreed payment period and where remuneration is legitimately withheld. This authorisation does not end automatically because of non-payment; its termination requires valid rescission or valid termination of the affected contract in accordance with the statutory requirements. The resulting rights of the parties remain unaffected. If in-house manufacture, repeat manufacture or manufacture by third parties is agreed or covered by the contractual purpose jointly envisaged, the rights granted and the provisional authorisation also extend to that use to the corresponding extent.

12.6 The files and data formats owed shall be specified in the order. For orders solely for manufacture and delivery, delivery of the product does not, in principle, include the provision of our internal CAD source models, CAM projects, NC programs, software source code, calculation models, toolpaths, process parameters or manufacturing documents. Provision remains owed insofar as it is agreed or necessary to fulfil the contractual purpose owed. This applies in particular to commissioned development and design services. All documentation required by law and promised under the contract shall be supplied in full.

12.7 No right extending beyond the agreed contractual purpose is granted to reproduce, publish, disclose to third parties or use our protected or confidential work results for further repeat manufacture. Insofar as the permitted use includes engaging third-party manufacturers, maintenance providers or other service providers, the content necessary for that purpose may be made accessible to them; confidential content must be protected in accordance with clause 17. The Customer's own documents, independently developed solutions and uses permitted by law are not restricted by this provision.

12.8 Exclusive rights of use, the transfer of transferable intellectual property rights, use beyond the contractual purpose or a special allocation of rights in joint developments require a separate agreement insofar as they do not already follow from an agreement reached or the contractual purpose jointly envisaged. Payment for development, design or tooling costs alone does not establish exclusivity extending beyond the agreed contractual purpose. The rights of use necessary for agreed inspection, testing, commissioning or acceptance are granted upon handover. Extensions beyond the scope of rights already owed shall be agreed and remunerated separately.

12.9 We may use general expertise, our own methods and experience that is not customer-specific for further orders, insofar as doing so does not infringe customer rights, agreed exclusivity or confidentiality obligations. Statutory limitations on intellectual property rights and exhaustion rules remain unaffected. These terms do not create protection for technical ideas that may be freely used or for generally known processes merely by describing them as our know-how.

12.10 Insofar as Regulation (EU) 2023/2854 (Data Act) applies to an order, mandatory rights to access product data and related service data and to use and share them remain unaffected. The foregoing reservations of rights and the confidentiality rules in clause 17 do not restrict those rights. The information required in each case on the scope of data, means of access and terms of use shall be provided in good time before conclusion of the contract for the relevant product or service. Protection of affected trade secrets and any restriction or suspension of access to data are governed by the applicable statutory requirements; marking information as confidential alone does not justify refusing mandatory access to data.

13. Acceptance and inspections

13.1 Insofar as work requires acceptance, the Customer shall carry out the agreed inspection without undue delay following completion and our request for acceptance. The Customer shall accept conforming performance in accordance with the statutory rules; minor defects do not entitle the Customer to refuse acceptance. Identified defects and reservations should be recorded in the acceptance report for documentation purposes. A legally effective declaration does not become ineffective solely because it has not been included in the report.

13.2 For statutory deemed acceptance, we shall set a reasonable deadline after completion. It applies only if the requirements of section 640 paragraph 2 BGB are met, in particular where the Customer does not refuse acceptance within that period identifying at least one defect. Neither mere dispatch nor a short blanket period for silence replaces the statutory requirements.

13.3 An agreed functional test or factory acceptance test under a sales contract or a contract for the supply of goods to be manufactured does not automatically convert it into a contract for work. Statutory duties to inspect and notify defects are governed by clause 14; a latent defect is not excluded by a general declaration of acceptance or approval.

14. Notification of defects and remedial performance

14.1 If the delivery constitutes a commercial transaction for both parties, the statutory duties to inspect and notify defects under sections 377 and 381 of the German Commercial Code (HGB) apply. Identifiable defects must be notified promptly following the required inspection; defects not initially identifiable must be notified promptly after discovery. Timely dispatch of the notification is sufficient. We request a comprehensible description, with the order number, photographs or measurements where available, preferably in text form. Statutory exceptions, in particular in cases of fraudulent concealment, remain in place.

14.2 The Customer shall permit reasonable inspection and remedial performance and make the affected goods or the necessary access available. For sales contracts and contracts for the supply of goods to be manufactured, we may initially choose between repair and replacement delivery; if the chosen method is unreasonable for the Customer in the particular case, the Customer retains its entitlement to reasonable remedial performance. For work, the right to choose is governed by section 635 BGB. We shall bear the necessary statutory costs of remedial performance, including applicable removal and installation costs. The foregoing right of first choice does not apply insofar as it would impair the Customer's protected right of recourse under section 478 BGB; the rights preserved under clause 15.4 remain available.

14.3 After a reasonable statutory deadline for remedial performance has expired without success, or if setting a deadline is not required by law, the Customer has the statutory rights to a price reduction and, where the respective requirements are met, rescission and, for work, self-remedy and reimbursement of expenses. This applies in particular where remedial performance has failed or is unreasonable, or where refusal entitles the Customer by law to exercise these rights. Damages are governed by clause 16.

14.4 Natural wear, unsuitable use, inadequate maintenance, modifications by third parties or defects in customer-supplied materials do not constitute a defect for which we are responsible insofar as they are in fact the cause and we have not breached any inspection, warning or performance obligations of our own. A modification or repair by a third party does not automatically result in the loss of all rights relating to defects.

14.5 If a defect notification proves to be unfounded, we may demand reimbursement of necessary inspection and transport costs only insofar as the Customer knew, or culpably failed to recognise, that there was no defect for which we were responsible. Statutory rules on the burden of proof are not altered.

15. Limitation periods for defect claims

15.1 For defect claims that are generally subject to a two-year limitation period under section 438 paragraph 1 number 3 BGB, the limitation period is twelve months from delivery. For work falling within section 634a paragraph 1 number 1 BGB, it is twelve months from acceptance. This provision shortens the limitation period and does not constitute a guarantee of durability.

15.2 The shortening does not apply to claims arising from intent, gross negligence, injury to life, body or health, fraudulently concealed defects, a guarantee assumed or mandatory product liability law. Such

claims are subject to the statutory periods or the periods specified in the guarantee. The exceptions also cover conduct of our legal representatives and vicarious agents that is attributable to us.

15.3 In particular, the statutory periods remain unchanged for defects in title referred to in section 438 paragraph 1 number 1 BGB, for structures and for items used for a structure in accordance with their usual purpose that have caused it to be defective (section 438 paragraph 1 number 2 BGB), and for structures and corresponding planning or supervision services under section 634a paragraph 1 number 2 BGB. Statutory limitation periods other than those expressly covered by clause 15.1 are not shortened.

15.4 Statutory rights of recourse against suppliers and between businesses, in particular under sections 445a, 445b, 445c, 478 and 327u BGB, including their periods, rules suspending expiry and protective provisions, remain unaffected. The same applies to statutory rules on suspension and recommencement of limitation periods. No additional cut-off period for notifying latent defects is agreed.

16. Liability and damages

16.1 Our liability is unlimited in cases of intent and gross negligence, culpable injury to life, body or health, fraudulent concealment of a defect, within the scope of a guarantee assumed, and under mandatory statutory liability provisions, in particular the German Product Liability Act. This also applies to corresponding conduct of our legal representatives and vicarious agents.

16.2 In cases of ordinary negligence, subject to clause 16.1, we are liable only for a breach of an essential contractual obligation. Essential obligations are those whose fulfilment is necessary for proper performance of the contract and on whose observance the Customer may regularly rely. In such cases, damages are limited to the loss foreseeable at the time of conclusion of the contract and typical of contracts of that kind. In all other respects, liability for ordinary negligence is excluded.

16.3 This provision applies irrespective of the legal basis of the claim for damages and applies correspondingly for the benefit of our legal representatives, employees and vicarious agents. It also covers reimbursement of wasted expenditure without restricting the exceptions stated in clause 16.1.

16.4 Claims for production losses, loss of profit and other consequential losses are also governed by clauses 16.1 and 16.2. Statutory rules on contributory fault and mitigation of loss remain applicable. Rights to performance, remedial performance, a price reduction and rescission are not independently excluded by this damages provision.

17. Confidentiality, trade secrets and intellectual property rights

17.1 The parties shall protect the other party's technical and commercial information that is marked as confidential or is recognisably confidential in the circumstances against unauthorised use and disclosure. This may include, in particular, non-public developments, design and manufacturing data, CAD/CAM/NC files, process parameters, costing calculations, test results, samples and prototypes. The information may be used only for the agreed contractual purpose. The obligation continues after the contract ends for as long as a legitimate confidentiality interest exists; the statutory requirements for a trade secret are not replaced merely by this designation.

17.2 Information that is lawfully public, already lawfully known, independently developed or lawfully received from third parties without breach of a confidentiality obligation is excluded. Disclosures required by law remain permitted; to the extent legally permissible, the other party shall be informed before such a required disclosure. There is no requirement to obtain prior consent or provide prior notification for legally protected reports and disclosures, in particular under the German Whistleblower

Protection Act and section 5 of the German Trade Secrets Act (GeschGehG). Statutorily protected employee rights remain unaffected.

17.3 The Customer may provide us for use only with documents and specifications that the Customer is entitled to have used for the order. If a third party asserts a claim against us for an infringement based on those specifications, the Customer shall indemnify us against justified claims and necessary reasonable defence costs insofar as the Customer is responsible for the infringement. We shall promptly inform the Customer, enable a coordinated defence and not acknowledge any claims to the Customer's detriment without the Customer's consent. Our own contribution to causation and fault shall remain taken into account.

17.4 Our own statutory obligations to provide the performance owed free of defects in title remain unaffected. Purchasing a product does not automatically transfer patents, exclusive rights of use, manufacturing processes or general know-how. The Customer's rights of use and rights to receive items or information under clause 12, and statutory exhaustion rules, remain unaffected.

17.5 Each party shall take technical and organisational confidentiality measures appropriate to the actual need for protection. These include restricting access to persons who need it for the order, suitable access controls and protected means of transmission. Employees and legitimately engaged external service providers must be bound accordingly unless already subject to an equivalent statutory duty of confidentiality. Identifiable confidentiality markings must not be removed when information is permissibly passed on. Once a party becomes aware of unauthorised access or disclosure affecting the other party, it shall notify that party without undue delay insofar as no statutory obligation prevents it from doing so.

17.6 The following applies to non-public samples, prototypes or test parts that one party provides to the other on an evidently confidential basis and solely for a limited inspection or testing purpose: reverse engineering, disassembly or analysis to identify undisclosed confidential design or manufacturing knowledge outside that purpose is prohibited without the providing party's consent. Agreed tests, permissible investigation of defects and investigations necessary for permitted use, safety or maintenance remain allowed. This provision does not establish a general prohibition on reverse engineering or analysis of publicly available products or series-produced goods acquired without restrictions.

17.7 For computer programs, statutory rights that cannot be waived, in particular under sections 69d, 69e and 69g of the German Copyright Act (UrhG), remain unaffected. To the extent provided by law in each case, these include necessary backup copies, observation, study, testing, decompilation and permissible error correction. Clauses 12 and 17 do not restrict those mandatory rights or legally protected disclosures, reports and employee rights.

17.8 After the agreed purpose has ended, the receiving party shall, upon request, return confidential documents and physical samples provided only temporarily or on loan, or delete copies no longer required, insofar as continuing rights of use, statutory retention duties or legitimate interests in preserving evidence do not prevent this. Ownership of samples or products already transferred to the receiving party is not reversed by this provision. Documentation required by law may be retained. Routine backups must continue to be protected until they are deleted in the normal backup cycle, as must lawfully retained evidential copies, and may not be used for other purposes. Statutory claims apply in the event of breaches; no flat-rate contractual penalty is agreed.

18. Cancellation, termination and returns

18.1 There is no additional contractual right to return or exchange goods properly delivered. Cancellation or return by mutual consent requires an agreement. Statutory rights relating to defects, rescission and termination remain unaffected.

18.2 If the Customer terminates a contract for work at its discretion under section 648 BGB, we may demand the agreed remuneration less expenses saved and earnings from alternative use of our capacity or earnings maliciously foregone. For the unperformed part, the statutory rebuttable five-per-cent presumption applies. We may prove a higher entitlement; the Customer may prove a lower entitlement or that none exists. For contracts for the supply of goods to be manufactured, this applies insofar as section 650 paragraph 1 BGB makes the provision applicable to the manufacture of non-fungible movable goods.

18.3 No flat-rate contractual penalty for cancellation or failure to take delivery is agreed. In the event of justified termination of the contractual relationship, services performed, payments to be returned and any further claims shall be accounted for in accordance with the agreement reached and the statutory provisions. Notices of termination must comply with any form required by law.

18.4 Sales contracts and contracts for the supply of fungible movable goods to be manufactured do not carry any additional contractual right to cancel at will. Binding orders oblige the Customer to take delivery and pay as agreed unless a statutory or validly agreed right to withdraw from the contract exists. We agree to voluntary termination by mutual consent only on the basis of a separate agreement that takes account, in particular, of services already performed and procurement costs that can no longer be avoided. Expenses saved and alternative utilisation shall be appropriately taken into account in the settlement. Clause 18.2 remains unaffected.

19. International orders and export controls

19.1 For cross-border orders, the country of destination, delivery clause, payment security, import handling and required documentation shall be specified in the order. Each party bears the costs contractually assigned to it and fulfils its statutory obligations under foreign trade law. Our own export obligations are not transferred to the Customer as a blanket rule.

19.2 The Customer shall provide in good time the information on the recipient, end user, country of destination and intended use required for the statutory checks, and shall cooperate in providing required end-use documentation. We request only the information necessary for the specific transaction. Mandatory prohibitions and required official authorisations must be observed; unlawful export or performance is not owed.

19.3 If we identify a legal impediment to performance, we shall inform the Customer promptly. Whether performance may be suspended, rescission is possible or payments must be refunded is governed by the agreed and statutory requirements. A breach of duty for which we are responsible, in particular a culpable failure to apply for an authorisation, is not excused by this provision.

20. Site visits and confidentiality

20.1 Site visits by the Customer and persons engaged by the Customer must be agreed with us in advance. Visitors must register at reception before entering production, development or other confidential areas and may enter only areas to which they have been granted access. They must comply with the reasonable safety and access rules communicated to them; visits shall be accompanied where necessary to protect persons or confidential information. The Customer shall inform its visitors of these requirements in advance.

20.2 The confidentiality obligations under clause 17 also cover information learned during a site visit through inspection, observation or discussions that is marked as confidential or is recognisably confidential in the circumstances. This includes, in particular, developments, designs, manufacturing processes, process parameters and information of our customers and business partners that is confidential on the same basis. The exceptions under clause 17.2 continue to apply.

20.3 Before access to these areas is granted, a visitor confidentiality agreement appropriate to the specific need for protection must be concluded, unless the visitor concerned is already subject to an equivalent confidentiality obligation. The agreement will be provided at reception for review and signature. It does not entail an additional contractual penalty or an extension of the liability already agreed. Individual visitors become personally bound through their separate agreement, not merely through publication of these terms and conditions.

20.4 Photographs, video and audio recordings, as well as scanning or other digital capture of confidential documents, plant or components, require our prior express consent. Legally protected reports, disclosures and other mandatory rights remain unaffected; in particular, the exceptions under clause 17.2 apply.

20.5 Agreed rights to conduct audits, tests, site inspections and acceptance procedures, in particular under clause 13, must neither be excluded nor unreasonably hindered by these provisions. The parties shall coordinate the necessary protective measures so that these rights can be exercised. The statutory powers of competent authorities to enter premises, carry out inspections and obtain information remain unaffected.

21. Governing law, jurisdiction and final provisions

21.1 The contractual relationship is governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Mandatorily applicable provisions that cannot be displaced by a choice of law remain unaffected.

21.2 If the Customer is a merchant, a legal entity under public law or a special fund under public law, Cologne is the exclusive place of jurisdiction for disputes arising from the contractual relationship. If the Customer meets these requirements as to legal status and has its registered office in Germany, we may also bring proceedings against it at its general place of jurisdiction in Germany. For cross-border contracts, the agreement applies subject to the applicable international rules on jurisdiction and their form requirements. Mandatory exclusive places of jurisdiction remain unaffected.

21.3 This version was prepared in German. The contract language and, where applicable, the authoritative language version in the event of translations shall be expressly agreed. Sending a text that cannot be understood does not automatically result in valid incorporation.

21.4 If individual provisions are invalid or do not form part of the contract, the validity of the remaining contract and the filling of any resulting gaps are governed by the statutory provisions, in particular section 306 BGB. For the specific contract, the version validly agreed in each case remains decisive; subsequent versions do not automatically become part of existing contracts.