

International Conditions of Sale

1. Validity of the International Conditions of Sale

1.1. These General Conditions of Sale apply to contracts with customers of AXXERON Hydraulics GmbH Westfalen, Porta Westfalica – hereinafter referred to as AXXERON Hydraulics – that are concluded on or after 1 September 2025 and primarily concern the **delivery of goods** to the customer. Any additional obligations assumed by AXXERON Hydraulics shall not affect the validity of these International Conditions of Sale.

1.2. Any terms and conditions of the customer that deviate from these International Conditions of Sale or the provisions applicable under clauses 10.2 or 10.3 shall not be binding on AXXERON Hydraulics, even if AXXERON Hydraulics does not object to them or provides services without reservation or accepts services from the customer.

1.3. These International Conditions of Sale shall not apply if the customer purchases the goods for personal use or for use in the family or household and AXXERON Hydraulics was aware of this or should have been aware of this at the time of conclusion of the contract.

2. Conclusion of the contract

2.1. The customer is obliged to notify AXXERON Hydraulics in writing prior to the conclusion of the contract if

- the goods to be delivered are not intended to be used exclusively for normal purposes, or the customer assumes a specific suitability or bases their expectations on public statements, advertising claims or other circumstances outside the conclusion of the specific contract,
- the goods to be delivered are to be used under unusual conditions or conditions that pose a particular health, safety or environmental risk or require increased stress,
- the contract may involve atypical risks of damage or unusual amounts of damage, in particular those exceeding the limits specified in clause 7.1.d), which are known or should be known to the customer, or

- the goods to be delivered are to be used within Germany or delivered to the customer's customers based in Germany.

2.2.If the customer's order deviates from the proposals or the offer made by AXXERON Hydraulics, the customer shall highlight the deviations as such. Illustrations and drawings as well as dimensions and weights specified in the proposals or offers made by AXXERON Hydraulics are only approximate.

2.3.All orders, in particular those taken by employees of AXXERON Hydraulics, shall only become effective upon receipt of a provisional and/or final written order confirmation from AXXERON Hydraulics. The actual delivery of the ordered goods, other conduct on the part of AXXERON Hydraulics or silence shall not constitute grounds for the customer to rely on the conclusion of the contract. AXXERON Hydraulics may issue the provisional and/or final written order confirmation up to fourteen (14) calendar days after AXXERON Hydraulics has received the customer's order. Until this point in time, the customer's order is irrevocable.

2.4.The provisional and/or final written order confirmation from AXXERON Hydraulics shall be deemed to have been received in good time if it is received by the customer within fourteen (14) calendar days of its date of issue. The customer shall inform AXXERON Hydraulics in writing without delay if the provisional and/or final written order confirmation is received late.

2.5.The provisional and/or final written order confirmation from AXXERON Hydraulics is decisive for the scope of the contract and results in the conclusion of a contract even if it deviates from the customer's declarations in any other respect, namely also with regard to the exclusive validity of these International Conditions of Sale, apart from the type of goods, purchase price and delivery quantity. The contract shall only fail to come into effect if the customer complains in writing that the order confirmation from AXXERON Hydraulics does not correspond in every respect to the customer's statements, specifies the deviations in writing and submits the complaint at short notice, at the latest seven (7) calendar days after the

customer has received the provisional and/or final written order confirmation from AXXERON Hydraulics.

- 2.6. Special requests by the customer, namely special expectations regarding use and quality, guarantees or other assurances with regard to the goods or the execution of the contract, as well as performance declarations, instructions for use or safety information requested by the customer in electronic or printed form, require the express written confirmation of AXXERON Hydraulics in all cases.
- 2.7. Confirmations of the contract made by the customer shall remain ineffective without the need for objection by AXXERON Hydraulics. In particular, neither the actual delivery of the ordered goods, other conduct by AXXERON Hydraulics nor silence shall justify the customer's reliance on the validity of its confirmation.
- 2.8. The employees, sales representatives and other sales agents of AXXERON Hydraulics are not authorised to waive the requirement for provisional and/or final written order confirmation by AXXERON Hydraulics or to make commitments or give guarantees that deviate from the content of the order confirmation. Whether and to what extent these persons are authorised to make or accept declarations with effect for or against AXXERON Hydraulics shall be determined in accordance with the law applicable in Germany.
- 2.9. Changes to the concluded contract always require written confirmation from AXXERON Hydraulics.

3. Obligations of AXXERON Hydraulics

- 3.1. Subject to non-delivery despite a congruent covering transaction or subject to an exemption from liability in accordance with Section 7.1. b), AXXERON Hydraulics shall deliver the goods specified in the written order confirmation and transfer ownership. AXXERON Hydraulics is not obliged to provide services that are not specified in the written order confirmation from AXXERON Hydraulics or in these International Conditions of Sale; namely, without an express written agreement, AXXERON Hydraulics is not obliged to provide information about the goods, to hand over any

documents or evidence relating to the goods, to supply accessories, to install additional protective devices, to carry out assembly work or to advise the customer.

- 3.2. AXXERON Hydraulics is solely obligated to the customer under the contract concluded with the customer. Third parties not involved in the conclusion of the contract, in particular the customer's buyers, are not entitled to demand delivery or to assert any other claims arising from the customer's contract with AXXERON Hydraulics. The customer's responsibility for receipt shall remain in force even if he assigns claims to third parties.
- 3.3. AXXERON Hydraulics is obliged to deliver goods of the agreed type and quantity to the customer in a quality that complies with the standards customary in Germany, taking into account customary tolerances, and guarantees that at the time of delivery no rights or claims of private third parties to the goods prevent their free use in the European Union. If the goods cannot be delivered in the condition offered at the time of conclusion of the contract because technical improvements have been made to series products, AXXERON Hydraulics is entitled to deliver the improved version. Warranty periods apply on the condition of single-shift operation (8 hours). AXXERON Hydraulics is entitled to make partial deliveries and to invoice them separately.
- 3.4. If the goods to be delivered require further specification, AXXERON Hydraulics shall carry out the specification taking into account its own and the recognisable and justified interests of the customer. There is no need to request the customer to specify the goods or to cooperate in the specification. AXXERON Hydraulics is not obliged to inform the customer of the specification made or to grant them the option of a different specification.
- 3.5. Unless other delivery terms or Incoterms® clauses have been agreed, delivery shall be made CPT Incoterms® 2020. AXXERON Hydraulics shall in no case, even if other Incoterms® clauses are used, be obliged to inspect the goods upon delivery for conformity with the contract or to check the

operational safety of the means of transport and the safe loading of the goods.

3.6. Compliance with agreed delivery periods or delivery dates is subject to the customer providing the necessary documents, approvals, releases or licences in good time, opening letters of credit and making advance payments as agreed, fulfilling all other obligations incumbent upon them in good time, and ensuring that goods inspections (pre-shipment inspections) ordered by non-German authorities do not cause any delays. Otherwise, agreed delivery periods shall commence on the date of the written order confirmation from AXXERON Hydraulics. After notifying the customer, AXXERON Hydraulics shall be entitled to deliver before the agreed time or to determine the time of delivery within the agreed delivery period.

3.7. Without waiving any further legal rights, AXXERON Hydraulics shall be entitled to fulfil contractual obligations in accordance with the agreed delivery periods or delivery dates if the customer is informed of the delay and notified of a period for subsequent performance. Under the above conditions, AXXERON Hydraulics shall also be entitled to make several attempts at subsequent performance. The customer may object to subsequent performance within a reasonable period of time if the subsequent performance is unreasonable. The objection shall only be effective if it is received by AXXERON Hydraulics before the start of subsequent performance. AXXERON Hydraulics shall reimburse the customer for any proven additional expenses incurred as a result of the delay, insofar as AXXERON Hydraulics is liable for this in accordance with the provisions of clause 7.

3.8. The risk of price and performance shall pass to the customer upon delivery in accordance with the agreed Incoterms® clause, even if the goods are not clearly marked and without the need to notify the customer of the availability of the goods, but in any case as soon as AXXERON Hydraulics is ready to deliver on the originally agreed delivery dates or delivery dates, if these are postponed at the customer's request, or upon transfer of ownership of the goods to the customer.

- 3.9. Irrespective of the agreed Incoterms® clause, AXXERON Hydraulics shall not be liable for customs clearance of the goods or customs pre-declarations. Notwithstanding this, AXXERON Hydraulics shall apply for the necessary export licences and carry out the customs formalities required for the export of the goods if the customer requests AXXERON Hydraulics to do so and has provided AXXERON Hydraulics with the data required for export in a written message dedicated solely to this purpose. If the goods are not released for export through no intentional or grossly negligent fault on the part of AXXERON Hydraulics, AXXERON Hydraulics shall be entitled to withdraw from the contract in whole or in part without replacement. The agreement of other clauses of the Incoterms® or of clauses such as "delivery free..." or similar only results in a different regulation of transport and transport costs; otherwise, the regulations set out in these International Conditions of Sale remain in force.
- 3.10. Unless expressly agreed otherwise in writing, AXXERON Hydraulics is not obliged, regardless of the agreed Incoterms® clause, to obtain proof of delivery, documents, certificates, licences or other permits required for export, transit or import, or for the transport or other prescribed safety approvals of the goods, or to assist the customer in obtaining them. The agreement of other clauses of Incoterms® or clauses such as "delivery free..." or similar clauses shall only result in a different regulation of transport and transport costs; otherwise, the provisions set out in these International Conditions of Sale shall remain in force.
- 3.11. AXXERON Hydraulics is under no circumstances obliged to fulfil the obligations associated with the provision of the goods on the market outside Germany, to bear any charges incurred outside Germany or to comply with measurement and weight systems, packaging, labelling or marking regulations, registration or certification obligations or other legal regulations applicable outside Germany. The customer shall carry out any prescribed or otherwise required translations of instructions, safety information, performance declarations or other documents relating to the goods into a language other than German at its own expense and on its own responsibility.

- 3.12. Without waiving any further legal rights and without the need for prior notification to the customer, AXXERON Hydraulics shall be entitled to suspend the fulfilment of its obligations as long as, in the opinion of AXXERON Hydraulics, there is concern that the customer will not fulfil its obligations in whole or in part in accordance with the contract. The right to suspend performance shall apply in particular if the customer fails to adequately fulfil its obligations to AXXERON Hydraulics or third parties with regard to payment preparation, or if it is slow to pay, or if the limit set by a credit insurer has been exceeded or will be exceeded with the upcoming delivery. Instead of suspension, AXXERON Hydraulics may, at its own discretion, make future deliveries, including those already confirmed, dependent on the opening of a letter of credit confirmed by a major German bank or on advance payment. AXXERON Hydraulics is not obliged to continue performance if a guarantee provided by the customer to avert the suspension does not offer adequate security or could be contestable under applicable law.
- 3.13. Subject to the provision in clause 3.7, AXXERON Hydraulics shall only be obliged to notify the customer of possible disruptions to the provision of services once the occurrence of the disruption has been definitively established by AXXERON Hydraulics.

4. Obligations of the customer

- 4.1. Notwithstanding any further obligations to secure payment or prepare payment, the customer is obliged to transfer the agreed purchase price in the currency specified in the written order confirmation without deduction and free of charges and costs via one of the bank institutions designated by AXXERON Hydraulics. If no purchase price has been agreed, the usual selling price of AXXERON Hydraulics at the time of delivery shall apply. Employees, sales representatives or other sales agents of AXXERON Hydraulics are not authorised to accept payments.
- 4.2. The purchase price payable is due in any case on the date specified in the written order confirmation and, if no such date is specified, upon receipt of the invoice. The due date shall apply without any further conditions and, in

particular, regardless of whether the customer has already taken delivery of the goods or documents or has had the opportunity to inspect them. Any payment terms granted shall cease to apply and outstanding claims shall become due for payment immediately if insolvency proceedings are initiated against the customer's assets, if the customer fails to meet significant obligations owed to AXXERON Hydraulics or third parties without providing a justifiable reason, if the customer has provided inaccurate information about their creditworthiness, or if the cover promised by a credit insurer for the customer is reduced for reasons for which AXXERON Hydraulics is not responsible.

- 4.3. The customer undertakes to transport the goods abroad, not to transfer the power of disposal over the goods to third parties as long as the goods are located in Germany, and to fulfil all requirements and provide all evidence for the customs and VAT treatment of the delivery or service in accordance with the relevant provisions in Germany. Insofar as AXXERON Hydraulics has to pay German or foreign customs duties or German or foreign value added tax, the customer shall indemnify AXXERON Hydraulics without limitation, notwithstanding any further claims by AXXERON Hydraulics. The indemnification shall be granted by the customer without further conditions or other objections, in particular without objection to the statute of limitations, and shall also include reimbursement of expenses incurred by AXXERON Hydraulics.
- 4.4. AXXERON Hydraulics may, at its discretion, offset incoming payments, regardless of the currency and regardless of arbitral or judicial jurisdiction, against claims against the customer existing at the time of payment by virtue of its own or assigned rights.
- 4.5. The customer's statutory rights to offset claims against AXXERON Hydraulics, to withhold payment or acceptance of the goods, to suspend its obligations and to raise defences or counterclaims are excluded, unless the customer's counterclaim against AXXERON Hydraulics is denominated in the same currency, is based on the customer's own rights and is either due and undisputed or has been legally established, or AXXERON Hydraulics has

materially breached its obligations arising from the same contractual relationship despite a written warning and has not offered adequate security.

4.6. The customer is obliged to provide AXXERON Hydraulics with the data required to apply for customs formalities in accordance with Section 3.9 in writing and with reasonable advance notice, to take delivery of the goods and to fulfil all obligations incumbent upon it under the contract, these International Conditions of Sale, the ICC rules for the interpretation of the agreed clause of the Incoterms® 2020 and statutory provisions. The customer is only entitled to refuse to take delivery of the goods if they terminate the contract in accordance with the provisions of Section 6.1.

4.7. The customer shall not promise or take any action with regard to the goods purchased from AXXERON Hydraulics that is prohibited under the relevant national and international export control and sanctions regulations, including EU regulations, the Foreign Trade and Payments Ordinance, the Dual-Use Regulation (EC) No. 2021/821 and US export control law. If the customer is not sure that such a prohibition does not apply, the customer shall seek written agreement with AXXERON Hydraulics.

In particular, the customer shall ensure that the goods are not delivered to persons, companies or organisations listed on relevant sanctions lists (e.g. EU, UN, OFAC, BAFA).

If licences are required for the export, transfer or use of the goods, it shall be the sole responsibility of the customer to obtain these in good time, unless otherwise agreed in writing.

If the customer violates the above obligations, AXXERON Hydraulics shall be entitled to withdraw from the contract and claim damages.

4.8. The customer is obliged to monitor the goods delivered by AXXERON Hydraulics after they have been placed on the market and to inform AXXERON Hydraulics immediately in writing if there are indications that the

goods may pose a risk to persons, property or the environment or that official measures (e.g. market surveillance, product tests, recall orders) are being initiated. The customer shall also inform AXXERON Hydraulics in writing without being asked if AXXERON Hydraulics has to comply with special reporting, registration or information obligations or special advance notification or other market access requirements or has to fulfil documentation obligations due to regulations applicable in the customer's country or in the country where the goods are used.

In the event of a product recall or other safety-related measure, the customer shall support AXXERON Hydraulics to a reasonable extent and, in particular, shall take all possible and reasonable measures to avert or limit damage.

If the cause of a recall or comparable measure is attributable to circumstances within the customer's sphere of risk (e.g. improper use, faulty further processing, lack of labelling or information by the customer), the customer shall bear the costs incurred by the recall to a reasonable extent.

4.9. Notwithstanding statutory provisions, the customer shall, at its own expense, reuse, recycle or otherwise ensure the prescribed disposal of the goods delivered to the customer by AXXERON Hydraulics and the packaging.

5. Goods that are not in conformity with the contract or are legally defective

5.1. Without waiving any statutory exclusions or limitations of the seller's liability, the goods are in breach of contract if the customer proves that, taking into account the provisions in clause 3, at the time of transfer of risk after packaging, quantity, quality or type, or if, in the absence of agreed requirements, the goods are not suitable for normal use in Germany. Changes to the model, design or materials that correspond to new technical findings do not constitute a breach of contract. Notwithstanding the provision in sentence 1, the goods shall not be deemed to be in breach of contract if the legal regulations applicable at the customer's place of business do not conflict with the normal use of the goods.

- 5.2. Unless the written order confirmation from AXXERON Hydraulics expressly states otherwise, AXXERON Hydraulics is not responsible in particular for ensuring that the goods are suitable for use other than that customary in Germany or meet the customer's further expectations, have the characteristics of a sample or specimen, or comply with legal regulations outside Germany, for example in the customer's country. AXXERON Hydraulics shall not be liable for breaches of contract occurring after the transfer of risk. If the customer attempts to remedy breaches of contract itself or through third parties without the written consent of AXXERON Hydraulics, AXXERON Hydraulics shall be released from its warranty obligation.
- 5.3. The customer is obliged to inspect or have inspected each individual delivery to AXXERON Hydraulics for any recognisable and typical breaches of contract and, in all other respects, in accordance with the statutory provisions.
- 5.4. Without waiving any statutory exclusions or limitations of the seller's liability, the goods shall be deemed to be defective if the customer proves that the goods were not free from enforceable rights or claims of private third parties at the time of transfer of risk. Without waiving further statutory requirements, rights or claims of third parties based on commercial or other intellectual property shall only constitute a legal defect if the rights are registered, published and legally binding in the European Union and exclude the normal use of the goods in the European Union. Notwithstanding the provision in sentence 1, the goods shall not be deemed to be defective in title if the legal provisions applicable at the customer's place of business do not preclude the normal use of the goods.
- 5.5. Without waiving the customer's legal obligations to give notice within a reasonable period of time, the customer is obliged to notify AXXERON Hydraulics of any breaches of contract or legal defects within one (1) year of taking delivery of the goods in accordance with clause 4.6 at the latest. The notification must be made in writing and addressed directly to AXXERON Hydraulics and must be worded so precisely that AXXERON

Hydraulics can take remedial measures and secure recourse claims against upstream suppliers without further enquiry to the customer, and must otherwise comply with the statutory provisions. The employees, sales representatives or other sales agents of AXXERON Hydraulics are not authorised to accept notifications or make warranty statements outside the business premises of AXXERON Hydraulics.

- 5.6. After proper notification in accordance with Section 5.5, the customer may assert the legal remedies provided for in these International Conditions of Sale. The customer shall not be entitled to any further claims or claims of a non-contractual nature due to the delivery of goods that are not in conformity with the contract or are defective in title. In the event of improper notification, the customer may only assert legal remedies if AXXERON Hydraulics has intentionally concealed the breach of contract or legal defect. Statements made by AXXERON Hydraulics regarding breaches of contract or legal defects serve only to provide factual clarification and do not, in particular, constitute a waiver of the requirement for proper notification.
- 5.7. The customer shall have no legal remedies for the delivery of goods that are not in conformity with the contract or are legally defective if he is liable to third parties for the quality or suitability for use of the goods that are not the subject of the agreements made with AXXERON Hydraulics, or if the customer's claim is based on foreign law.
- 5.8. Insofar as the customer is entitled to legal remedies for the delivery of goods that are not in conformity with the contract or are legally defective in accordance with the provisions of these International Conditions of Sale, he is entitled to demand replacement delivery or repair from AXXERON Hydraulics in accordance with the provisions of the UN Convention on Contracts for the International Sale of Goods or to reduce the purchase price. Replacement delivery or repair shall not result in new limitation periods commencing. The reduction in the purchase price shall be limited to the amount of damage suffered by the customer. The customer shall not be entitled to any further claims for performance. Notwithstanding the

customer's legal remedies, AXXERON Hydraulics shall always be entitled to repair or replace goods that are not in conformity with the contract in accordance with the provisions of clause 3.7. or to avert the customer's legal remedies by issuing a credit note in an appropriate amount.

5.9.If the customer unjustifiably asserts legal remedies due to the delivery of goods that are not in conformity with the contract or are legally defective, even though he recognises or could have recognised that there is no breach of contract or legal defect or that the causes of the deviations complained of are not attributable to AXXERON Hydraulics, the customer shall be obliged to reimburse AXXERON Hydraulics for the expenses incurred as a result of the unjustified assertion of claims.

6. Cancellation of contract

6.1.The customer is entitled to terminate the contract if the legal requirements for termination of the contract are met, if they have given AXXERON Hydraulics reasonable notice of termination in writing after the occurrence of the event justifying termination of the contract, and if a reasonable grace period set in writing has expired without result. If the customer asserts a claim for replacement delivery, rectification or other performance, they are bound by the legal remedy for a reasonable period of time without being able to terminate the contract. The customer must declare the termination of the contract in writing and directly to AXXERON Hydraulics within a reasonable period of time after the expiry of the grace period.

6.2.Without waiving any further legal rights, AXXERON Hydraulics may cancel the contract in whole or in part if the customer objects to the validity of these International Conditions of Sale, if the performance of the contract is or becomes prohibited by law in whole or in part, or if the written order confirmation from AXXERON Hydraulics is received later than fourteen days after the order was placed for reasons for which AXXERON Hydraulics is not responsible. (14) calendar days after its date of issue, if insolvency proceedings are initiated against the customer's assets, or if AXXERON Hydraulics is no longer able to fulfil its performance obligations for other

reasons by means that are reasonable, taking into account its own legitimate interests and those of the customer that were apparent at the time the contract was concluded, and in particular the agreed consideration.

6.3. Without waiving any further legal rights, AXXERON Hydraulics may terminate the contract in whole or in part after prior warning if the customer does not make call-offs as agreed, does not provide AXXERON Hydraulics with the data required for customs formalities in good time, fails to fulfil essential obligations owed to AXXERON Hydraulics or third parties without providing a justifiable reason, provides inaccurate information about its creditworthiness, or if the cover promised by a credit insurer is reduced for reasons for which AXXERON Hydraulics is not responsible.

7. Compensation

7.1. AXXERON Hydraulics shall be liable for damages due to a breach of obligations arising from the contract concluded with the customer, the contract negotiations conducted with the customer or the business relationship with the customer, without waiving the legal requirements, only in accordance with the following provisions. The provisions apply equally to any obligation on the part of AXXERON Hydraulics to reimburse expenses.

- a) The customer is primarily obliged to seek other legal remedies and may only claim damages for remaining deficits, but in no case in lieu of other legal remedies.
- b) AXXERON Hydraulics shall not be liable for the conduct of suppliers, subcontractors, carriers or forwarding agents, for damage caused in part by the customer or for the consequences of customer interference with the safety technology of the delivered goods. AXXERON Hydraulics shall not be liable if the contract cannot be performed as agreed at the time of conclusion of the contract as a result of subsequent legal or sovereign measures. AXXERON Hydraulics shall also not be liable for disruptions resulting from natural or political events, sovereign measures, labour disputes, sabotage, accidents, terrorism, biological, physical or chemical processes or

comparable circumstances that cannot be controlled by AXXERON Hydraulics by reasonable means. Otherwise, AXXERON Hydraulics shall only be liable if the customer proves that the organs or personnel of AXXERON Hydraulics have culpably violated contractual obligations owed to the customer.

- c) In the event of liability, AXXERON Hydraulics shall compensate the customer for damages within the limits set out in letter d) to the extent that the customer proves that it has suffered damage that could not have been avoided, that this damage was caused by the breach of an obligation owed by AXXERON Hydraulics to the customer, and that the occurrence and amount of the damage was foreseeable for AXXERON Hydraulics at the time of conclusion of the contract as a result of the breach of duty. In addition, the customer is obliged to mitigate damages as soon as a breach of contract is recognised or becomes apparent.
- d) AXXERON Hydraulics shall not be liable for lost profits or non-material damage. Furthermore, the amount of compensation for delayed or non-delivery shall be limited to 0.5% for each full week of delay, up to a maximum of 5% of the net purchase price of the delayed or undelivered goods and, in the case of legal remedies for the delivery of goods that are not in conformity with the contract or are legally defective, to 200% of the net purchase price of the goods that are not in conformity with the contract. This paragraph shall not apply in the event of personal injury, intentional concealment of the non-conformity or legal defect of the goods, or intentional or grossly negligent breaches of contract.
- e) AXXERON Hydraulics shall be liable for damages due to the breach of contractual, pre-contractual or other obligations arising from the business relationship with the customer exclusively in accordance with the provisions of these International Conditions of Sale. Any recourse to competing claims, in particular those of a non-contractual nature, is excluded. Similarly, it is excluded to hold the organs, employees, workers, staff, representatives or vicarious agents of AXXERON Hydraulics personally

liable for the breach of contractual obligations incumbent on AXXERON Hydraulics.

7.2. Notwithstanding any further legal or contractual claims, the customer is obliged to pay AXXERON Hydraulics the following damages:

- a) In the event of late payment, the customer shall reimburse a flat fee of EUR 50.00, the usual costs incurred in Germany and abroad for arbitration, judicial and extrajudicial legal proceedings, as well as interest at the rate applicable to unsecured short-term loans in the agreed currency in Porta Westfalica/Germany, without proof, but at least interest at a rate of 9 percentage points above the base rate of the Deutsche Bundesbank. Germany, but at least interest at a rate of 9 percentage points above the base rate of the Deutsche Bundesbank.
- b) If the customer is more than two (2) weeks late in accepting the goods, AXXERON Hydraulics shall be entitled to demand lump-sum compensation of 5% of the respective delivery value without providing evidence. If the customer is more than six (6) weeks late in accepting the goods or fails to accept them at all, or if the goods are not delivered due to a breach of contract by the customer, AXXERON Hydraulics shall be entitled to claim lump-sum damages of 20% of the respective delivery value without providing evidence.
- c) If the customer withdraws from the contract without justification and AXXERON Hydraulics agrees to the withdrawal, AXXERON Hydraulics shall be entitled to claim lump-sum damages amounting to 20% of the respective delivery value without providing evidence.

7.3. The customer is obliged to limit its liability for damages in its business relationships with its customers in terms of both the basis and the amount within the scope of what is legally possible and customary in the industry.

8. Limitation period

The customer's claims for the delivery of new goods that are not in accordance with the contract and are legally defective shall become time-barred one (1) year after delivery of the goods. However, claims for fraudulent, intentional and grossly negligent breaches of contract as well as claims for injury to life, limb and health shall remain unaffected. The delivery of used goods is carried out to the exclusion of any liability for goods that are not in conformity with the contract and have legal defects, unless AXXERON Hydraulics has breached its contractual obligations intentionally or through gross negligence. Replacement delivery or rectification shall not result in a new start or suspension of the limitation period.

9. Other provisions

- 9.1. Delivered goods remain the property of AXXERON Hydraulics until all claims against the customer have been settled. The provision on price and performance risk in section 3.8. is not affected by the retention of title.
- 9.2. Notwithstanding any further legal or contractual claims, the customer shall indemnify AXXERON Hydraulics without limitation against all claims by third parties that are asserted against AXXERON Hydraulics on the basis of product liability or similar provisions, insofar as the liability is based on circumstances which, for example, were created by the presentation of the product by the customer or other third parties without the express written consent of AXXERON Hydraulics. The indemnification shall also include, in particular, reimbursement of expenses incurred by AXXERON Hydraulics and shall be granted by the customer without further conditions or other objections, in particular without compliance with monitoring and recall obligations and without objection on the grounds of limitation.
- 9.3. AXXERON Hydraulics reserves all property rights, copyrights, other industrial property rights and rights arising from know-how in relation to illustrations, drawings, calculations and other documents and software provided by AXXERON Hydraulics in physical or electronic form.

9.4. Subject to a written objection by the customer, AXXERON Hydraulics processes personal data that AXXERON Hydraulics receives from the customer in the course of activities governed by these International Conditions of Sale, including with service providers based in the United Kingdom or abroad.

9.5. The transmission of electronic documents (EDI) requires special agreement.

9.6. All communications, declarations, notices, etc. shall be written exclusively in German or English. Communications by fax or e-mail shall satisfy the written form requirement.

9.7. Old parts returned by the customer to AXXERON Hydraulics as agreed will be reimbursed to the customer if all requirements are met and to the maximum extent to which AXXERON Hydraulics receives a credit note from its supplier.

10. General contractual basis

10.1. The place of delivery is determined by the agreed Incoterms® clause and also applies to replacement deliveries or repairs of delivered goods. The place of payment and performance for all other obligations arising from the legal relationship between AXXERON Hydraulics and the customer is Porta Westfalica, Germany. These provisions shall also apply if AXXERON Hydraulics bears the costs of payment transactions, performs services for the customer at another location, or payment is to be made against delivery of goods or documents, or if services rendered are to be reversed.

10.2. The legal relationship with the customer is governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 in its English version. The UN Convention on Contracts for the International Sale of Goods applies beyond its scope of application and regardless of reservations made by contracting states to all contracts that are subject to the provisions of Section 1 of these International Conditions of Sale.

10.3. For the conclusion of contracts, including agreements on judicial and arbitral jurisdiction, for additions or amendments to the contracts, as well as for the contractual rights and obligations of the parties, including liability for death or personal injury caused by the goods, as well as for breach of pre-contractual and other ancillary obligations and for interpretation, shall be governed exclusively by the UN Convention on Contracts for the International Sale of Goods in conjunction with these International Conditions of Sale. If trade clauses are used, the Incoterms® 2020 of the International Chamber of Commerce shall apply in case of doubt, taking into account the provisions set out in these International Conditions of Sale. Subject to other provisions in these International Conditions of Sale, the legal relationships between the parties shall otherwise be governed by German civil law.

10.4. All contractual and non-contractual disputes, as well as disputes under insolvency law, arising from or in connection with contracts to which these International Conditions of Sale apply, including their validity, invalidity, breach or termination, as well as other disputes arising from the business relationship with the customer, shall be finally settled by arbitration in accordance with the version of the Arbitration Rules of the German Institution of Arbitration (DIS) in force at the time of filing the notice of arbitration, to the exclusion of the ordinary courts of law. The arbitral tribunal shall consist of three arbitrators and, in disputes with a value of less than €150,000, of one arbitrator. The place of arbitration shall be Cologne, Germany, and the language of arbitration shall be German. The jurisdiction of the arbitral tribunal shall exclude, in particular, any statutory jurisdiction provided for on the basis of a personal or factual connection. If this arbitration agreement is or becomes invalid, the non-exclusive jurisdiction of the courts competent for Porta Westfalica, Germany, shall be agreed upon instead for the resolution of disputes. However, if the customer's relevant place of business is located in the European Economic Area (EEA) or Switzerland, AXXERON Hydraulics shall be entitled, irrespective of any invalidity of the arbitration agreement, to bring an action before the state court with jurisdiction for Porta Westfalica, Germany, or the state court at

the customer's place of business, instead of bringing an action before the arbitration tribunal.

10.5. Should any provisions of these International Conditions of Sale be or become invalid in whole or in part, the remaining provisions shall remain valid. The parties are obliged to replace the invalid provision with a legally valid provision that comes as close as possible to the economic meaning and purpose of the invalid provision.

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