

General Terms and Conditions

Joachim Richter Systeme und Maschinen GmbH & Co. KG, Erlenhöhe 3-5, 66871 Konken, Germany

Valid from 18.10.2023

I. General

All Joachim Richter Systeme und Maschinen goods and services shall be subject to these General Terms and Conditions. Deviating or supplementary agreements – in particular, contradictory Terms and Conditions from our contracting parties – shall only be valid if expressed written authorization has been provided by Joachim Richter Systeme und Maschinen. All orders and contracts, as well as any special warranties on behalf of Joachim Richter Systeme und Maschinen shall be subject to written (order) authorization from Joachim Richter Systeme und Maschinen. In addition, this requirement for written form can only be waived by written agreement. For permanent Terms and Conditions, these conditions shall apply without renewed notification.

The Customer shall be responsible for obtaining authorizations required under the building code or other official authorizations.

The term 'Consumers' in the Terms and Conditions shall refer to natural people with whom business relations are entered into, and to whom commercial or self-employed professional activity can be apportioned. The term 'Contractors' in the Terms and Conditions shall refer to natural or legal persons or incorporated partnerships with whom business relations are entered into, and which engage in commercial or self-employed professional activities. The term 'Customers' in the Terms and Conditions shall refer to both Consumers and Contractors.

II. Prices and quotations

Quotations are non-binding and without obligation.

All prices are net ex works without any deductions and subject to the VAT applicable on the date of delivery. Assembly, packaging, transportation and insurance costs shall be separately calculated unless otherwise agreed in writing. If assembly or installation occurs at an extra cost, we shall be entitled to issue an invoice for the additional costs incurred due to overtime and work at weekends. Any wait periods attributable to the Customer or special desires fulfilled during the installation process shall be individually invoiced.

III. Delivery, deadlines

The standard delivery date shall be the week of delivery specified in our order confirmation. Delivery and service dates and schedules are binding if they have been indicated as such in writing by the Customer and Joachim Richter Systeme und Maschinen on a case by case basis; otherwise, all delivery and service dates and schedules are non-binding. If the non-compliance with delivery periods occurs as a result of force majeure, e.g. mobilisation, war, terrorist attacks, insurgency or similar events such as strikes or lockouts, then the delivery periods shall be extended accordingly. Both claims for damages by the Customer due to delayed goods or services and claims for damages in lieu of the services that exceed the aforementioned thresholds shall be excluded in all cases of delayed goods or services, including after the expiry of a grace period established by Joachim Richter Systeme und Maschinen for the provision of the goods or services.

This shall not apply in the event of wilful intent, gross negligence, death, personal injury, damage to health or the infringement of significant contractual obligations. The Customer shall only be entitled to terminate the Agreement if the delay to the goods and services is attributable to Joachim Richter Systeme und Maschinen. The above provisions shall not change the onus of the proof to the disadvantage of the Customer. At the request of Joachim Richter Systeme und Maschinen, the Customer shall be obliged to declare within an appropriate period whether it wishes to terminate the Agreement on the basis of the delay to the goods and services or if the services are still to be provided.

IV. Warranty

Joachim Richter Systeme und Maschinen shall provide Contractors with a 12-month warranty with effect from the goods delivery date that the item supplied was free from material and production defects at the time of the transfer of risk and has the contractually agreed properties, unless longer periods are specified by law under Section 479 (1) of the German Civil Code (BGB) or in cases of death, personal injury, damage to health, the infringement of significant contractual obligations, a wilful or grossly negligent breach of duties by Joachim Richter Systeme und Maschinen or the fraudulent concealment of a defect.

The warranty period is reduced to 6 months for used goods.

If the Customer is the Consumer and the conditions exist for a purchase of consumer goods, the period of limitation shall be two years from the goods delivery date, unless longer periods are specified by law under Section 479 (1) of the German Civil Code or in cases of death, personal injury, damage to health, the infringement of significant contractual obligations, a wilful or grossly negligent breach of duties by Joachim Richter Systeme und Maschinen or the fraudulent concealment of a defect.

This shall not affect the statutory provisions pertaining to the suspension of the statute of limitations, suspension and the restart of the warranty periods. On delivery, the Customer shall immediately inspect the goods for defects. If a defect is found and the Customer is a Contractor as defined by Section 1 of these General Terms and Conditions, the Customer must provide Joachim Richter Systeme und Maschinen with immediate written notification of this material damage and, at Joachim Richter Systeme und Maschinen's discretion, either retain the supplied goods at the delivery location or return them to Joachim Richter Systeme und Maschinen to be repaired. Consumers must provide Joachim Richter Systeme und Maschinen with written notification of obvious defects within two months of discovering the non-conformity of the goods to the Agreement. Access to the information at Joachim Richter Systeme und Maschinen is vital in this regard. The Customer shall give Joachim Richter Systeme und Maschinen an appropriate grace period to complete the services or remedy the defects. Claims for defects shall not be admissible in the case of insignificant deviation from the quality agreed upon, negligible deterioration of the usability, natural wear and tear or damage that occurs after the transfer of risk as a consequence of improper or negligent handling, excessive conditions of stress, improper resources or special external influences which are not taken into consideration in these Terms and Conditions. If the Customer has carried out any improper modifications or repair work, then claims for damages on the grounds of the above and their resultant consequences shall also be null and void. Joachim Richter Systeme und Maschinen shall be entitled to provide the goods and services to be rendered as partial goods/services. The payment periods specified under the Prices section shall apply accordingly. If the Customer cancels an order or amends an order to an extent that this delays its fulfilment, it shall undertake, at the request of Joachim Richter Systeme und Maschinen, to pay 5 % of the order value as compensation for any costs incurred by Joachim Richter Systeme und Maschinen if the cancellation or modification occurs less than 75 days before the delivery date specified in the order confirmation. If the subsequent performance fails, the Customer shall be entitled to terminate the Agreement or reduce the payment. This shall not affect any other claims for damages under Article VII. In the event of a notification of defects, payments by the Customer may be retained to an extent which is reasonable with respect to the product defects that have occurred. The Customer shall only be entitled to retain payments when a notification of defects is submitted and there is no doubt as to the validity of the claim. If the notification of defects is unjustified, Joachim Richter Systeme und Maschinen shall be authorized to claim compensation from the Customer for any costs incurred by the former. The Customer's rights of recourse against Joachim Richter Systeme und Maschinen in accordance with Section 478 of the German Civil Code (Recourse of the Contractor) shall only be valid if the Customer has not entered into specific agreements that surpass the statutory defect claims with its client. For the scope of the Customer's right of recourse against Joachim Richter Systeme und Maschinen in accordance with Section 478 (2) of the German Civil Code, no. 8 shall also correspondingly apply. [Article VII \(Miscellaneous Claims for Compensation\)](#) shall also apply to claims for compensation. Claims for higher amounts and claims not regulated in this Article by the Customer against Joachim Richter Systeme und Maschinen and its vicarious agents on the grounds of material damage shall be excluded. The Contractor shall bear the onus of proof in relation to all eligibility requirements for claims. The Consumer shall bear the onus of proof for the date of discovery of the defect, and for used goods, the onus of proof for the defectiveness of the item. For the sale of used goods, we shall assume the warranty for 6 months. If the Customer receives incorrect or incomplete assembly instructions, Joachim Richter Systeme und Maschinen's liability shall be solely limited to supplying correct assembly instructions, and then only if such incorrect or incomplete instructions prevent the correct installation of the item concerned.

V. Transfer of risk

Even for carriage paid deliveries, the risk shall transfer to the Customer:

- a) when the goods are provided for dispatch or their readiness for dispatch has been announced by the Customer. In the event of generic obligations, specific notification of the selection can be dispensed with. At the request and cost of the Customer, deliveries by Joachim Richter Systeme und Maschinen shall be insured against common transport risks;
- b) If the dispatch, handing over of goods, start, mounting, assembly, installation, acceptance into operation or test operations are delayed for reasons attributable to the Customer, or the Customer delays acceptance on other grounds, the risk shall be transferred to the Customer.

VI. Right of ownership / Extended reservation of title

Joachim Richter Systeme und Maschinen shall retain ownership of the products supplied until all its claims against the Customer arising from the business relation have been fulfilled. Provided that the value of the liens to which Joachim Richter Systeme und Maschinen is entitled exceeds the sum of all insured claims by more than 20 %, Joachim Richter Systeme und Maschinen will release a relevant part of the lien at the request of the Customer. The Customer shall not be able to acquire ownership of the products supplied by installing them in other devices. If the Customer installs the products in other goods, Joachim Richter Systeme und Maschinen shall become joint owner of the newly created products made using the other goods. Products thus created shall be deemed as items subject to retention of title for Joachim Richter Systeme und Maschinen. While the right of ownership exists, the Customer shall be prohibited from the hypothecation or transfer of the goods by way of security, and the resale of the goods shall only be permitted to customers in the usual course of business and then only under the condition that the Customer receives payment from its customer or makes the provision that the ownership is only transferred to the customer when the Customer has made the payment in full. In the event that the reserved goods are accessed by third parties, especially for hypothecations, the Customer shall advise these parties of the ownership by Joachim Richter Systeme und Maschinen and immediately inform the latter of the situation. The Customer shall at this point, by way of security, assign to Joachim Richter Systeme und Maschinen all accounts receivables, including ancillary rights, in the amount of the value of the supplied products to which the Customer is entitled on the grounds of the resale/sub-leasing and the business relations with its client in relation to the resale/sub-leasing. The Customer shall be revocably authorized and obliged to collect the assigned accounts receivables. Joachim Richter Systeme und Maschinen shall be entitled to notify the Customer's client of the assignment at any time. In the event of a breach of duty by the Customer, particularly in the case of defaults on payment, Joachim Richter Systeme und Maschinen shall be entitled, following the fruitless expiry of an appropriate grace period established for the Customer to complete these duties, to rescind the Agreement and recover the goods; this shall not affect the statutory provisions on waiving a period of grace.

The Customer shall be obliged to surrender the goods.

VII. Miscellaneous claims

For Compensation Claims for compensation in relation to damages and costs incurred by the Customer (hereinafter referred to as: claims for compensation) shall be excluded regardless of the legal grounds from which they arise, in particular breaches of contractual obligations or tortious acts. This shall not apply to mandatory liabilities, e.g., in accordance with the Product Liability Act, in cases of wilful intent, gross negligence, death, personal injury, damages to health or breaches of significant contractual obligations. The claim for compensation for the breach of significant contractual obligations is, however, limited to foreseeable damages which are typical of the contract except in the event of wilful intent, gross negligence, death, personal injury or damage to health. The above provisions shall not change the onus of the proof to the disadvantage of the Customer. If claims for compensation are due to the Customer in accordance with this Article VII, then these shall come under the statute of limitations upon expiry of the applicable limitation period for claims for compensation in accordance with Article IV. For claims for compensation under the Product Liability Act, the statutes of limitation prescribed under law shall apply. If the delivery is not accepted within two weeks of our indication that the items are ready for dispatch, we shall be entitled to rescind the Agreement and claim compensation instead of providing the services. In all cases in which we are entitled to claim compensation instead of providing the services, we shall be entitled to claim 30 % of the net order value plus VAT as lost profits. This shall not affect our right to file for additional damages; the Customer shall retain the right to provide evidence that no damages or damages of a substantially lower amount than the lump-sum damages have been caused. The same shall apply to the Customer's termination of the Agreement in accordance with Section 649 of the German Civil Code. In such a case we shall be entitled to claim a sum amounting to 30 % of the net contractual sum plus VAT as flat-rate compensation for the services provided and costs incurred up to the date of termination of the Agreement. We shall retain the right to file claims for any services or costs beyond this amount; the Customer shall be entitled to provide evidence that fewer services were provided and less costs incurred. The same shall apply to our termination of the Agreement in accordance with Section 643 of the German Civil Code (BGB). If the Customer delays in accepting the goods, we shall be entitled to claim a flat-rate fee of 0.5 % of the gross invoice amount per month for storage costs. We shall retain the right to file claims for damages beyond this amount. The Customer shall retain the right to provide evidence that no damages or damages amounting to less than the flat-rate sum have been incurred.

VIII. Place of jurisdiction and applicable laws

If the Customer is a business person, the sole place of jurisdiction for all disputes arising directly and indirectly from this contractual relationship shall be the registered office of Joachim Richter Systeme und Maschinen. Joachim Richter Systeme und Maschinen shall, however, also be entitled to file a suit at the Customer's registered office.

Any legal relations in connection with this Agreement shall be governed by German substantive law.

IX. Prohibition of assignment

Claims against us cannot be assigned.

X. Binding nature of the Terms and Conditions

These Terms and Conditions shall remain binding even if specific provisions become legally inapplicable or null and void. However, this does not apply if compliance with the provisions of these Terms and Conditions would represent unreasonable hardships for either of the contracting parties.