



## **BOGE Komponenten GmbH & Co. KG**

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## **General Terms and Conditions**

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## A. Validity of the BOGE General Terms and Conditions

### Place of jurisdiction, applicable law, dispute resolution

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#### A.1.

These General Terms and Conditions of **BOGE Komponenten GmbH & Co. KG (BOGE or Contractor)** (hereinafter referred to as GTC) Part A - N shall always and exclusively apply to the contractual relationship between BOGE Komponenten GmbH & Co. KG, Großenhain (hereinafter referred to as Contractor/BOGE) and its contractual partner (hereinafter referred to as Client) in the version valid at the time of conclusion of the contract with the Client. The GTC shall apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), i.e. natural or legal persons who purchase the goods or services for commercial or professional use (referred to as the **Customer/Client**)

They shall also apply if the Contractor performs in the knowledge of conflicting or deviating provisions of the Client. The Contractor shall not accept any provisions of the Client that deviate from these GTC unless and insofar as they are expressly recognized by the Contractor. Individual contractual agreements shall take precedence in all cases.

These GTC shall also apply to all subsequent business relationships in the version valid at the time the contract is concluded, even if they are not expressly agreed again.

In addition to the GTC Part A and C, the following shall apply where applicable,

- for consignment deliveries,
- for assembly work,
- for repair work,
- for inspection contracts,
- for maintenance contracts,
- for premium maintenance contracts,
- for full-service contracts,
- for try and buy contracts,
- for compressed air contracting,
- for compressed air delivery at a fixed price,
- for general average contracts,
- for contracts subject to export control
- and for sales partner relationships the respective special terms and conditions created for this purpose Part D - N of BOGE.

#### A.2.

If the Client is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the Contractor's registered office in Bielefeld. The same shall apply if the Client is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), i.e. a natural or legal person who purchases the goods or services for commercial or professional use. The Contractor shall also be free to sue the Client at its place of business or at the place of performance. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected by this provision.

German law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods and to the exclusion of international private law.

### A.3 Data protection

The Contractor attaches great importance to compliance with data protection in accordance with the applicable provisions of the GDPR and German Privacy Law (BDSG). All employees are instructed in accordance with the statutory provisions and are obliged to maintain confidentiality when processing personal data.

Personal data is collected for the fulfillment and initiation of the contract. These are the name, address, e-mail address, address, VAT identification number, telephone number. The applicable data protection regulations are observed when processing this data and when selecting and designing data processing systems.

Personal data is processed in accordance with the principle of purpose limitation (execution of the contract), i.e. only for the purpose for which it was collected from the Client and the confidentiality and integrity are protected by technical and organizational measures, especially against unauthorized access. After termination of the corresponding contractual relationship and taking into account the retention periods (statutory, e.g. commercial and tax law archiving obligations, contractual, e.g. due to warranty claims), the stored data will be deleted.

Personal data will only be passed on to third parties beyond the fulfillment and initiation of the contract if there is a corresponding legal obligation or if the Client has expressly consented to this.

The Client has the right to information about the personal data stored about him as well as to the deletion, correction and transfer of this data. If the processing of the data is based on consent, the Client has the right to revoke this consent with effect for the future. If the processing of the data is based on a legitimate interest of the Contractor, the Client may object to further processing. In addition, the Client may also lodge a complaint with the competent supervisory authority.

### A.4 Secrecy

#### A.4.01

The Client and the Contractor undertake to treat the information (including data) obtained from the respective other party within the scope of the business relationship - for example of a technical, commercial or organizational nature - confidentially and to keep it secret and to use it only for the initiation, execution and handling of the respective business relationship within the scope of which it was disclosed/transmitted. They shall also impose the aforementioned obligation on their employees who come into contact with the disclosed information in accordance with the provisions in Section 4, insofar as this is permissible under labor law in accordance with the legal system agreed with them. The information to be kept secret in particular includes contents of the Contractor's offers and technical data sheets of the machines to be supplied by the Contractor. The confidentiality obligation shall also apply if the disclosed information is not a business secret within the meaning of Section 2 Act on the Protection of Trade Secrets (GeschGehG). The provisions of the latter shall remain unaffected and, insofar as they are of a mandatory nature, shall take precedence over the provisions in Section 4.

#### A.4.02

The Client and the Contractor shall protect the information from unauthorized access and treat it with the same care that they apply to their own, equally confidential information, but at least the care of a prudent businessman within the meaning of Section 43 Limited Liability Companies Act (GmbHG). In particular, the information must not be disclosed to third parties without the prior consent of the other party.

#### A.4.03

If and to the extent necessary for the execution of the business relationship, the respective party may also disclose information to the extent necessary to affiliated companies within the meaning of Section 15 of the German Stock Corporation Act and other third parties engaged as subcontractors, insofar as knowledge thereof is necessary for the execution of the contract between the parties ("need to know principle"). In this case, the affiliated companies and subcontractors shall also be obliged to maintain confidentiality in favor of the disclosing party in accordance with this confidentiality clause.

#### A.4.04

Furthermore, the confidentiality obligation does not apply to such information,

- which the other party must disclose due to mandatory legal regulations, official orders or legally binding court or official decisions,
- which the other party has lawfully received or receives from third parties,
- were already generally known when the contract was concluded or subsequently became generally known without breach of a confidentiality obligation or
- were prepared independently by the party bound to confidentiality.

#### A.4.05

In the case of objects that embody trade secrets, the respective party must not obtain the information embodied therein by observing, examining, disassembling or testing this object ("reverse engineering"). Section 3 Act on the Protection of Trade Secrets (GeschGehG) is excluded in this respect.

#### A.4.06

The confidentiality agreement shall continue to apply for a period of 4 years after the end of the business relationship between the parties.

#### A.4.07

If the contracting party receiving the information to be kept secret culpably violates the aforementioned obligations under Sections 4.01-4.06 to treat the confidential information confidentially or not to disclose it, it shall owe the disclosing contracting party a contractual penalty for each case of culpable infringement, which the disclosing contracting party shall determine at its reasonable discretion (Section 315 I Civil Code (BGB)), taking into account the amount of (i) the remuneration of the receiving contracting party from the performance relationship otherwise contractually agreed between the parties and (ii) the amount of the damage caused by the breach of duty, the amount of which shall not exceed EUR 50,000.00 in individual cases. The disclosing contracting party reserves the right to assert other or further claims, in particular for injunctive relief and damages. The contractual penalty shall be offset in full against any claims for damages. The contractual penalty shall be limited to a maximum amount of EUR 250,000.00 for all conceivable cases in which it is incurred. The disclosing contracting party may only assert the contractual penalty within 30 calendar days of becoming aware of the breach of duty. The disclosing party reserves the right to assert other claims due to the breach, in particular claims for injunctive relief.

## **B. Terms and conditions of purchase and**

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### **B.1.**

In addition to the statutory provisions and the above Terms and Conditions Part A, the following terms and conditions apply.

#### **B.1.01**

If the invoice is received by the 10th of a month, the Contractor shall pay net by the 20th of the month or by the 10th of the following month

#### **B.1.02**

If the invoice is received from the 11th to the 20th of a month, the Contractor shall pay net by the 30th of the same month or by the 20th of the following month. B.1.01 sentence 2 of these GTC shall apply accordingly.

#### **B.1.03**

If the invoice is received from the 21st to the last day of the month, the Contractor shall pay net by the 10th of the following month or by the 30th of the following month. B.1.01 sentence 2 of these GTC shall apply accordingly.

### **B.2.**

If goods from deliveries of the contractual partner arrive prematurely, the invoice shall be valued on the delivery date contractually agreed with the Contractor. The value date shall be deemed to be the invoice receipt date.

### **B.3.**

In the event of defective goods or services or partial delivery by the contractual partner in breach of contract, the Contractor shall be entitled to withhold payment in accordance with the extent of the defectiveness of the contractual partner's delivery.

### **B.4.**

The Contractor shall be entitled to full claims arising from breach of duty in the form of defective performance due to material defects and defects of title. The Contractor's contractual partner shall be liable in accordance with the statutory provisions.

### **B.5.**

When procuring energy services, products or facilities, energy efficiency and improved environmental performance is a key decision-making factor for BOGE.

This means that, all other factors being equal, energy services, products or facilities are always preferred if their energy efficiency and environmental impact can be better assessed within their life cycle.

## C. General Performance Conditions

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In addition to the Terms and Conditions Part A, the following General Performance Conditions shall apply.

### C.1 Order confirmation / minimum order values

#### C.1.01

Unless otherwise agreed in the contract, the written order confirmation from the Contractor in conjunction with any specifications drawn up by the Contractor shall be decisive for the content of the respective contract. Verbal agreements in connection with the conclusion of contracts made with employees of the Contractor who are not authorized to represent the Contractor shall require the express confirmation of the Contractor in order to be effective.

#### C.1.02

- a) Notwithstanding Section 434 Civil Code (BGB), the delivery item delivered by the Contractor is free of material defects if it has the properties agreed in the contractual specification or, in the absence thereof, the properties listed by us in the technical data sheet for the relevant product at the time of conclusion of the contract and is suitable for the contractually intended purpose. Section 434 (2) No. 3 and (3) No. 4 (accessories and instructions) and Section 434 (3) No. 2 lit b) (properties from public statements and advertising) as well as § 434 (3) last paragraph (non-binding of the seller to public statements) remain unaffected. Further characteristics of the delivery item, in particular (i) the usual quality that the buyer can expect for items of this type, (ii) suitability for normal use (iii) the quality of a sample or specimen are not owed by us in the absence of an express agreement to the contrary.
- b) Furthermore, in the absence of an express agreement to the contrary with the Contractor, relevantly identified uses of the delivery item in accordance with the REACH Regulation (EC) No. 1907/2006 do not constitute an agreement of a corresponding contractual quality or a use assumed under the contract
- c) Information on properties relating to the Contractor's products and services shall only be attributable to the Contractor if such information
  - originate from the Contractor or are expressly made by the Contractor or
  - are expressly authorized by the Contractor.

Agents of the Contractor within the meaning of Section 434 (1) Civil Code (BGB) do not include authorized dealers and Clients of the Contractor who act as resellers. A sufficient correction of property details within the meaning of Section 434 (1) Civil Code (BGB) can in any case be made on the Contractor's homepage at the address [www.boge.de](http://www.boge.de).

#### C.1.03

Property specifications attributable to the Contractor which contain measurable values are to be understood with a tolerance of  $\pm 3\%$ .

Exceeding the tolerance of  $\pm 3\%$  does not automatically lead to the assumption of a defect.

#### C.1.04

- a) Due to the considerable handling effort for each individual order, the Contractor shall only accept orders if minimum order values are reached.
- b) The minimum order value is €100.00 plus VAT, but only €50.00 plus VAT for online sales via the Internet.
- c) The minimum order values do not apply to brochures and marketing articles from the e-shop.

## **C.2 Permanent rights / copyright**

### **C.2.01**

Drafts, models, layout plans, disposition and other drawings, text templates, etc. created by the Contractor shall remain the intellectual property of the Contractor, even if the Client has paid compensation for the work. Unless otherwise agreed with the Contractor, the right to exploit these items and the intellectual property embodied in them shall remain exclusively reserved to the Contractor.

### **C.2.02**

The Contractor shall be entitled to affix its own company logos and trademarks to the delivery items. The Client is prohibited from removing such marks affixed by the Contractor.

### **C.2.03**

The Client is responsible to the Contractor for ensuring that the templates, drafts, plans, texts, trademarks, etc. provided by the Client may be used by the Contractor.

### **C.2.04**

The Contractor shall have the sole copyright to the control software and other software delivered with the systems. Only the simple right of use to the software is transferred, in the form that the software may only be used by the Client for the operation of the individual contractual system that forms the delivery item.

### **C.2.05**

Any duplication or other use of the software is unlawful and must be refrained from by the Client.

### **C.2.06**

The Client is not permitted to decompile the software. If the Client requires interface information, the Contractor shall disclose the interfaces of the software upon request. Only if the Contractor does not comply with this request within a reasonable period of time shall the Client be permitted to decompile the software parts necessary for this analysis for the purpose of interface analysis. A period of two weeks after receipt of the request from the Client by the Contractor in writing or text form shall be deemed reasonable.

### **C.2.07**

With regard to the use and licensing of so-called third-party software, only the license terms of the respective manufacturer of the software shall apply, compliance with which is the sole responsibility of the Client.

#### C.2.08 Data rights

Certain operating data is generated by the Contractor in connection with the use of a product. Operating data is all data and information that the products generate and produce. The Contractor receives access to the operating data via the "Connect" monitoring system. This is primarily only technical data that the Contractor needs to ensure smooth operation and monitor the functionality of the product and, in the event of problems, for rapid and sustainable troubleshooting, quality assurance and improvement of the product.

The Client may also use the functions of Connect itself, provided it commissions this either when purchasing the product or later from the Contractor. A monthly usage fee is charged for the use of the functionalities made possible by Connect by the Client. In principle, the Contractor may also retrofit a product with Connect against payment of an increased set-up fee. The Contractor is also entitled to equip those products with Connect for which the Client decides not to use the functionalities, in particular in order to keep the costs associated with a technical retrofit of the product to a minimum.

The operating data is automatically transferred from the respective product to the Contractor without incurring any costs or additional work for the Client.

Subject to data protection or other mandatory statutory provisions, the Contractor shall be exclusively entitled in relation to the Client to use the operating data at its own discretion and without restriction in terms of time, space and content, in particular to process and edit it in any form, to reproduce it, to exploit it and to transfer it to third parties for these purposes and to transfer corresponding rights of use to third parties.

Insofar as the aforementioned data is personal data, it may be used by the Contractor in anonymized form for commercial purposes. In this form, data may in particular also be transmitted to third parties and may be included in statistics.

### C.3 Shipping / Transfer of risk

#### C.3.01

The Contractor reserves the right to choose the shipping method unless a specific shipping method has been expressly agreed.

#### C.3.02

When the goods leave the Contractor's premises or warehouse, the Client shall assume all risk if a debt to be collected has been agreed. The goods shall only be insured at his express request. In such a case, the scope of the insurance cover shall be determined by the Client and the premium(s) of a corresponding insurance contract shall be borne by the Client.

#### C.3.03

The risk shall pass to the customer in accordance with the agreed Incoterms when the goods are handed over to the carrier, when notification is given that the goods are ready for dispatch or when they are made available at the relevant place of delivery on the agreed delivery date.



#### **C.4 Delivery time / approvals / deadlines for repairs and the like**

##### **C.4.01**

Any agreed delivery periods shall apply ex works from the Contractor, unless expressly otherwise agreed. Such delivery periods shall commence - unless otherwise contractually agreed - at the time specified in the order confirmation, but at the earliest when the documents, approvals, call-offs and shipping addresses to be procured by the Client for the execution of the contract have been received, all details of the order have been clarified and the Client has made the agreed down payments or provided securities.

If a delivery period has been agreed, this shall be extended by the time that the Client is in arrears with the provision of documents, approvals, shipping address notifications, advance payments or securities to be procured by him plus 2 working days at the Contractor's registered office.

If a delivery date has been agreed, this shall be postponed by the time that the Client is in arrears with the provision of documents, approvals, shipping address notifications, advance payments or securities to be procured by the Client plus 2 working days at the Contractor's registered office. A corresponding postponement of delivery dates or extension of delivery times shall also take place if the prerequisites for the services to be provided by the Contractor, which the Client has to provide itself or through third parties, are not met in good time.

##### **C.4.02**

If approvals to be provided by the Contractor, which are a prerequisite for proper delivery, are delayed or not granted at all for reasons for which the Contractor is not responsible, the Contractor shall not be liable for this.

##### **C.4.03**

If the Client requests changes to the order after the order has been confirmed, the Contractor shall check these for feasibility and inform the Client of the result. If the Client's change requests are still taken into account, the delivery period shall not commence until the Contractor has confirmed the change. An agreed delivery date shall be postponed accordingly.

##### **C.4.04**

If, for reasons for which the Contractor is not responsible, the Contractor receives deliveries or services from its subcontractors for the provision of its contractual delivery or service despite proper and sufficient coverage prior to the conclusion of the contract with the Client in accordance with the quantity and quality owed under the delivery or service agreement with the Client, i.e. so that upon fulfillment of the supplier or subcontractor relationship with the Contractor, the Contractor is unable to fulfill the contract with the Client in terms of the type of goods, quantity of goods and delivery time and/or service (congruent coverage), the Contractor is unable to fulfill the contract with the Client correctly or on time. If the Contractor is unable to fulfill the contract with the Client in terms of the type of goods, quantity of goods and delivery time and/or service (congruent coverage), or if the Contractor is unable to do so correctly or on time, or if events of force majeure of not insignificant duration (i.e. lasting longer than 14 calendar days) occur, the Contractor shall inform the Client immediately in writing or in text form. In this case, the Contractor shall be entitled to postpone the delivery for the duration of the hindrance or to withdraw from the contract in whole or in part due to the unfulfilled part of the contract, provided that the Contractor has fulfilled its above obligation to inform and has not assumed the procurement risk pursuant to Section 276 Civil Code (BGB) or a delivery guarantee. Epidemics, pandemics, cyber attacks, strikes, lockouts, official interventions, energy and raw material shortages, transport bottlenecks or obstacles through no fault of the Contractor, operational hindrances through no fault of the Contractor - e.g. due to fire, water and machine damage - and all other hindrances which, from an objective point of view, were not culpably caused by the Contractor and were not foreseeable for the Contractor when the contract was concluded, shall be deemed equivalent to force majeure.

If a delivery and/or performance date or a delivery and/or performance period has been bindingly agreed with the Client and if the agreed date or the agreed period is exceeded due to events according to paragraph 1, the Client shall be entitled to withdraw from the contract due to the unfulfilled part of the contract after a reasonable grace period has expired without result. Further claims of the Client against the Contractor, in particular claims for damages or reimbursement of expenses, are excluded in this case.

**C.4.05**

In cases in which standard components cannot be used for repairs, warranty work, subsequent deliveries and the like because the system in question is a custom-made product as agreed or because special components have been installed, the performance time to be granted to the Contractor shall be extended by the time required to procure the corresponding components if the order is placed in good time.

**C.4.06**

A claim for damages instead of performance or for damages due to delay is excluded in the cases of Section C.4.04 if the Contractor has informed the Client of the impediments to performance without delay.

**C.4.07**

In the case of transactions for delivery by a fixed date, a claim for damages in lieu of performance or for damages due to delay is excluded in the cases of Section C.4.04 if the Contractor has informed the Client of the impediments to performance without delay.

**C.4.08**

Any damages to be paid by the Contractor due to delay shall be limited to the foreseeable damage typical for the contract, unless there is a case of gross negligence or intent, a delivery and/or performance guarantee assumed by the Contractor or a procurement risk assumed by the Contractor that is equivalent to a guarantee pursuant to Section 276 Civil Code (BGB), or injury to life, limb or health. The rules on damages (C.10.) shall apply accordingly.

**C.5 Partial deliveries / excess and short quantities**

**C.5.01**

The Contractor shall be entitled to make excess or short deliveries in quantities of +/- 5%.

**C.6 Prices**

**C.6.01**

Unless otherwise agreed, prices are ex works or ex warehouse, excluding packaging.

**C.6.02**

Insofar as packaging is incurred, the Contractor shall pack in accordance with the existing regulations and proceed in accordance with Section 15 German Packaging Act (VerpackG).

**C.6.03**

Prices, and the same applies to costs, are subject to the applicable value added tax.

#### C.6.04

The Contractor shall be entitled to unilaterally increase remuneration accordingly in the event of an increase in material production and/or material and/or product procurement costs, wage and ancillary wage costs, social security contributions and energy costs and costs due to environmental regulations, and/or currency regulations and/or changes in customs duties, and/or freight rates and/or public charges, if these directly or indirectly affect the goods production or procurement costs or costs of the contractually agreed services owed by the Contractor and if there are more than 4 months between conclusion of the contract and delivery. An increase in the aforementioned sense is excluded if the cost increase for individual or all of the aforementioned factors is offset by a cost reduction for other of the aforementioned factors in relation to the total cost burden for the delivery/service (cost netting). If the aforementioned cost factors are reduced without the cost reduction being offset by an increase in other of the aforementioned cost factors, the cost reduction shall be passed on to the Client as part of a price reduction.

If the new price is 20% or more above the original price due to our aforementioned right to adjust prices, the Client is entitled to withdraw from contracts that have not yet been completely fulfilled with regard to the part of the contract that has not yet been fulfilled and to which the price increase relates. However, he may only assert this right immediately after notification of the increased price.

#### C.6.05

The Contractor's hourly rates, surcharges etc. shall apply for each normal travel, waiting and working hour based on the respective collectively agreed weekly working hours. Normal hours in the aforementioned sense are those that are worked by the Contractor's employees Mon-Fri between 08:00 and 16:00.

Travel hours are calculated without overtime surcharges.

Travel times with motor vehicles, on the other hand, are considered normal working hours with overtime pay. The allowance (meals and accommodation in Germany) shall be charged by the Client for each day of travel and work. If an installation or other service is continued at the Client's premises after a weekend, the Contractor shall, at its discretion, pay the allowance or travel costs for the weekend, unless expressly agreed otherwise.

Public holiday surcharges and allowances are also levied on local public holidays.

Travel expenses are settled as follows:

- Air travel: Economy class
- Rail travel: 1st class
- Local transportation: cab and luggage carrier if necessary
- Company-owned vehicle: Flat rate per kilometer according to our current rates, which will be provided to the Client upon request.

#### C.6.06

Travel hours and travel expenses for the return journey can only be entered on the work certificates or timesheets after they have been completed.

#### C.6.07

The Contractor's invoice rates specified under C.6.05 are based on the applicable wage, salary and working time rates. In the event that the latter are changed, the Contractor reserves the right to change the invoice rates accordingly. The applicable invoice rates will be sent to the Client on request.

#### C.6.08

If an installation, commissioning, maintenance, repair or other service is delayed due to circumstances for which the Client is responsible, the Client shall bear all resulting costs, in particular waiting times and additional travel costs and expenses incurred by the employees deployed by the Contractor and subcontractors commissioned by the Contractor as a result of the delay, if and to the extent that they have been incurred.

## **C.7 Terms of payment**

### **C.7.01**

The provisions of the Value Added Tax Act apply to advance payments.

### **C.7.02**

Unless otherwise agreed, payments are due immediately.

### **C.7.03**

Payments to be made to the Contractor are due at the latest 10 calendar days after receipt of the invoice by the Client. If this date is exceeded, the debtor shall be in default of payment without further reminder.

### **C.7.04**

If the Client is in default of payment, the Contractor may demand default interest at the statutory default interest rate applicable at the time. The proof and assertion of further damages shall remain unaffected by this, as shall the right to commercial maturity interest within the meaning of Section 353 (German Commercial Code (HGB).

### **C.7.05**

Unless otherwise agreed between the Client and the Contractor, the place of performance for payments shall be the Contractor's place of business.

### **C.7.06**

The Client shall only have a right of retention or set-off with regard to counterclaims that are not disputed or have been legally established. This shall not apply if the counterclaim for offsetting in synallagma (i.e. in a reciprocal relationship between two performances in the contract concluded with the Contractor) with the Contractor's claim and relates to the breach of a principal performance obligation by the Contractor.

### **C.7.07**

The rights pursuant to § 320 BGB (right of retention in a relationship of reciprocity) shall also remain intact as long as and to the extent that the Contractor has not fulfilled its warranty obligations.

### **C.7.08**

If the Contractor accepts checks for payment, this shall only be done for the sake of performance.

### **C.7.09**

Payment by bill of exchange is excluded; bills of exchange shall not be accepted by the Contractor for payment. If the Contractor accepts bills of exchange on the basis of a special agreement to the contrary, this shall only take place as performance on account of performance.

### **C.7.10**

Bills of exchange accepted by way of exception must be discountable. Discount charges and other costs shall be borne by the Client and are due immediately without deduction upon invoicing.

### **C.7.11**

In the event of exceptionally agreed payment by bill of exchange, the Contractor may, without this having to be agreed separately, demand immediate payment of all outstanding delivery claims, including those not yet due and otherwise free of objection, if discount charges invoiced are not paid within 8 days, bills of exchange received are not discounted by our bank, discounted bills of exchange are charged back or a bill of exchange is not honored. The same applies if a check from the customer is not honored or if the customer defaults on an installment payment.

**C.7.12**

If the Client fails to comply with the terms of payment or if circumstances become known or recognizable which, in the Contractor's reasonable commercial judgment, give rise to justified doubts as to the Client's creditworthiness, including such facts which already existed at the time of conclusion of the contract but which were not known or should have been known to the Contractor, the Contractor shall be entitled, without prejudice to further statutory rights in such cases, to cease further work on current orders or deliveries and to demand advance payments or the provision of appropriate, customary securities for outstanding deliveries/services, e.g. in the form of a bank guarantee from a German credit institution affiliated with the Deposit Protection Fund. The Customer shall be entitled to demand advance payments or the provision of appropriate, customary securities, e.g. in the form of a bank guarantee from a German credit institution affiliated to the Deposit Protection Fund, for outstanding deliveries/services and, after a reasonable grace period for the provision of such securities has expired without success, to withdraw from the contract with regard to the part not yet fulfilled, without prejudice to further statutory rights. The Client shall be obliged to compensate the Contractor for all damages arising from the non-performance of the contract for the aforementioned reason.

**C.8 Obligation to inspect and give notice of defects****C.8.01**

The Contractor's deliveries, including drawings, implementation plans, project planning proposals, etc., must be checked by the Client immediately upon delivery to ensure that they are fit for use and in order.

**C.8.02**

Recognizable material defects and defects of title in the Contractor's delivery items must be reported to the by the Client in writing or text form immediately, but no later than 8 calendar days after collection in the case of delivery ex works or storage location, otherwise after delivery, and hidden material defects immediately after discovery, but no later than within the warranty limitation period. Failure to give notice of defects in due time or form shall exclude any claim by the Client for breach of duty due to material defects. This shall not apply in the event of intentional, grossly negligent or fraudulent action by the Contractor or its vicarious agents, in the event of injury to life, limb or health or the assumption of a guarantee of freedom from defects or a procurement risk pursuant to Section 276 Civil Code (BGB) or other mandatory statutory liability, in particular the Product Liability Act. The special statutory provisions in the event of final delivery of the goods to a consumer (supplier recourse, Sections 478, 445a Civil Code (BGB)) shall remain unaffected.

**C.8.03**

In the case of direct delivery of the goods to third parties, the complaint period shall be extended to 12 working days at the Contractor's registered office.

**C.8.04**

The Client must also report hidden defects in writing immediately after discovery.

**C.8.05**

For BOGE sales partners with written sales partner agreements, the BOGE sales partner conditions shall also apply to the modalities of the notification of defects.

**C.8.06**

If the Client fails to comply with these obligations under C.8.01 to C.8.05, the goods shall be deemed approved. This shall not apply if the Contractor has fraudulently concealed the defect.

## **C.9 Warranty (claims arising from breach of duty due to defective performance in the form of material defects or defects of title)**

### **C.9.01**

The warranty period is 12 months. If acceptance has been agreed, the limitation period shall commence upon acceptance, otherwise upon delivery. In the event that the Client has a right to subsequent performance, the Contractor shall decide whether subsequent performance is to be effected by remedying the defect or by delivering a defect-free item.

The above warranty limitation period shall not apply to claims arising from injury to life, limb or health which are based on an intentional or negligent breach of duty by the Contractor or one of its legal representatives or vicarious agents, on the assumption of a guarantee or a procurement risk pursuant to Section 276 Civil Code (BGB), or in the case of conflicting statutory liability provisions, in particular under the Product Liability Act, or in the cases of Sections 478, 479 Civil Code (BGB) (recourse in the supply chain), Section 438 (1) No. 2 (construction of buildings and delivery of items for buildings) and Section 634a (1) No. 2 Civil Code (BGB) (construction defects) or insofar as a longer limitation period is otherwise stipulated by law. They also do not apply in the event of a breach of a material contractual obligation. "Material contractual obligations" are those whose fulfillment characterizes the contract and on which the Client may rely.

### **C.9.02**

Work on items delivered by the Contractor or other services rendered by the Contractor shall only be deemed to be work to remedy defects or rework,

- insofar as the defectiveness has been expressly acknowledged by the Contractor
- or insofar as notices of defects been given by the Client to the Contractor with regard to the defect covered by the rectification
- and insofar as these notices of defects are justified. Without these prerequisites, such work is to be regarded as a special service of the Contractor and furthermore does not constitute any recognition of a legal obligation on the part of the Contractor with regard to the existence of material defects in the delivery item.

### **C.9.03**

If the warranty limitation period is suspended or interrupted by work or replacement deliveries carried out by the Contractor, such suspension or interruption shall only extend to the functional unit affected by the replacement delivery or rectification.

### **C.9.05**

The Client must give the Contractor the necessary time and opportunity to carry out rectifications and replacement deliveries owed as warranty. Only in urgent cases, i.e. the endangerment of operational safety and to prevent disproportionately large damages (i.e. those which exceed the purchase price for the BOGE delivery item or the remuneration for the BOGE service from the contract), whereby the Contractor must be notified immediately, or if the Contractor is in default with the rectification of a defect, shall the Client have the right to rectify the defect itself or through third parties and to demand reimbursement of the necessary costs from the Contractor.

### **C.9.06**

The Client shall grant the Contractor at least two attempts at rectification. The number of reasonable attempts at subsequent performance after which the Client has a right of withdrawal relates to the respective functional unit of the subject matter of the contract.

### **C.9.07**

If the Contractor has refused subsequent performance despite a corresponding claim for subsequent performance by the Client, if this is unreasonable for the Client or if this is impossible, the Client shall be entitled to the defect rights immediately.

C.9.08

The same shall apply if the Contractor has not carried out subsequent performance, to which the Contractor is entitled, within a reasonable grace period to be set by the Client.

C.9.09

The Contractor shall not be liable for damages for which the Contractor is not responsible. This includes, for example, damage caused by the following reasons: Unsuitable or improper use, faulty assembly or commissioning by the Client or by third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials or replacement materials, defective construction work, unsuitable building ground, chemical, electromagnetic, electrochemical or electrical influences, insofar as they are not attributable to the fault of the Contractor.

C.9.10

The Contractor shall not assume any warranty for components provided by the Client.

The Client alone shall be responsible for the suitability and quality of such components, unless expressly agreed otherwise.

C.9.11

In the event that systems supplied by the Contractor are installed or operated at a location outside the borders of the country in which the branch or main office of the Client with which the relevant contract was concluded is located, the Client shall bear the additional costs, in particular but not limited to transportation costs, travel costs and other expenses incurred as a result of any warranty measures to be provided by the Contractor crossing the borders of that country. This shall not apply if a different place of delivery or destination has been agreed.

C.9.12

The BOGE sales partner shall also provide its Clients with technical support, including the fulfillment of warranty claims of its Clients, whether by rectification or by new delivery of any defective products and services. If the Contractor is liable for defects for which the sales partner provides corresponding services to its customers, the Contractor shall compensate these services of the sales partner accordingly. § Section 254 BGB (contributory negligence) shall remain unaffected.

C.9.13

For BOGE sales partners with written sales partner agreements, the BOGE sales partner conditions also apply with regard to the warranty.



## **C.10. Compensation for damages**

### **C.10.01**

The contractual and statutory liability of the Contractor and the Contractor's legal representatives and vicarious agents for damages and reimbursement of expenses, irrespective of the legal grounds, is excluded or limited as follows:

(a) In the event of a slightly negligent breach of material contractual obligations arising from the contractual relationship, the Contractor's liability shall be limited to the amount of foreseeable damage typical for the contract.

"Material contractual obligations" are those obligations whose fulfillment characterizes the contract and on which the cooperation partner may rely.

(b) The Contractor shall not be liable for (i) the slightly negligent breach of obligations arising from the contractual relationship that are not material contractual obligations, or (ii) force majeure, i.e. external events that have no operational connection and cannot be averted even with the utmost care that could reasonably be expected.

### **C10.02**

The aforementioned limitation of liability shall not apply (i) in cases of mandatory statutory liability (in particular under the German Product Liability Act), (ii) if and insofar as the Contractor has assumed a guarantee or a procurement risk equivalent to a guarantee pursuant to Section 276 BGB, (iii) for culpably caused injury to life, limb and/or health, including by representatives or vicarious agents, and (iv) in the event of default on a fixed performance date.

### **C10.03**

A reversal of the burden of proof is not associated with the above provisions.

### **C10.04**

For the limitation of claims for damages against the Contractor, a limitation period of one (1) year shall apply instead of the regular limitation period of three (3) years specified in Section 195 BGB, and a period of three (3) years shall apply instead of the period of ten (10) years specified in Section 199 (3) sentence 1 no. 1 BGB. The above provisions do not apply in cases pursuant to C10.02, for which the statutory limitation period always applies.

## **C.11. Call-off**

### **C.11.01**

If call-off orders are not completed within 4 weeks of expiry of the agreed call-off period

- If the goods or services are called off within the deadline, the Contractor shall be entitled to demand payment from the Client for all delivery items or services of the call-off order.

### **C.11.02**

The same applies to call-off orders without a specially agreed call-off period if 4 months have elapsed without a call-off since receipt of the notification from the Contractor that the goods are ready for dispatch.

## **C.12. Storage / Default of acceptance**

### **C.12.01**

If, in exceptional cases, temporary storage of finished goods at the Contractor's premises is expressly agreed free of charge or if storage becomes necessary due to a delay in acceptance, the Contractor shall not be liable for damage that occurs despite reasonable care being taken.

### **C.12.02**

The Contractor is also not obliged to insure stored goods.

### **C.12.03**

In the event of default of acceptance, the Contractor shall be entitled to store the goods at a commercial warehouse at the risk and for the account of the Client.



**C.12.04**

In the absence of any other agreement, the Contractor may charge 0.5% of the invoice amount per month for storage at the Contractor's premises, but at least €30.00 and a further €25.00 per month for every second full cubic meter of goods. The Client shall be at liberty to provide evidence of significantly lower expenses (= greater than 1%).

**C.12.05**

The two preceding clauses shall also apply in the event that dispatch is delayed at the request of the customer for more than 2 weeks beyond the notified readiness for dispatch.

**C.12.06**

If the Client does not accept the ordered goods despite the setting of a deadline, the Contractor shall be entitled to demand 25% of the agreed price as lump-sum compensation, irrespective of proof of actual damage, unless the Client can prove that the damage is lower.

**C.13. Retention of title**

**C.13.01**

The Contractor shall retain title to all goods (hereinafter collectively referred to as "goods subject to retention of title") until all its claims arising from the business relationship with the Client, including future claims arising from contracts concluded at a later date, have been settled. This shall also apply to a balance in favor of the Contractor if individual or all claims of the Contractor are included in a current account (current account) and the balance is drawn.

**C.13.02**

The Client shall insure the goods subject to retention of title at replacement value, in particular against fire and theft. Claims against the insurance company arising from a claim relating to the reserved goods are hereby assigned to the Contractor in the amount of the value of the reserved goods.

**C.13.03**

The Client is entitled to resell the delivered products in the ordinary course of business. Other dispositions, in particular pledging or granting of ownership by way of security, are not permitted to the Client. If the goods subject to retention of title are not paid for immediately by the third party purchaser upon resale, the Client shall be obliged to resell the goods subject to retention of title to third parties only under expressly agreed retention of title and to expressly inform them of its non-existent ownership. The right to resell the goods subject to retention of title shall lapse without further ado if the Client suspends payment or is in default of payment to the Contractor.

**C.13.04**

The Client hereby assigns to the Contractor all claims, including securities and ancillary rights, which accrue to the Contractor from or in connection with the resale of goods subject to retention of title against the end customer or against third parties. The Client may not enter into any agreement with its customers which excludes or impairs the Contractor's rights in any way or nullifies the advance assignment of the claim. In the event of the sale of goods subject to retention of title with other items, the claim against the third-party purchaser shall be deemed assigned in the amount of the agreed net delivery price, unless the amounts attributable to the individual goods can be determined from the invoice.

**C.13.05**

The Client shall remain entitled to collect the claim assigned to the Contractor until revocation by the Contractor, which is permissible at any time. However, the Contractor undertakes to revoke the direct debit authorization only in the event of a legitimate interest. Such a legitimate interest exists, for example, if the Client does not properly fulfill its payment obligations or is in default of payment. At the request of the Contractor, the Client is obliged to provide the Contractor with all information and documents required for the collection of assigned claims and, if the Contractor does not do so itself, to inform its customers immediately of the assignment to the Contractor.

**C.13.06**

If the Client includes claims from the resale of goods subject to retention of title in a current account relationship with its customers, it hereby assigns to the Contractor a recognized final balance in its favor in the amount corresponding to the total amount of the claim from the resale of the goods subject to retention of title included in the current account relationship.

**C.13.07**

If the Client has already assigned claims from the resale of the goods subject to retention of title to third parties, in particular due to genuine or non-genuine factoring, or has made other agreements on the basis of which the Contractor's current or future security rights under this section "Retention of title" may be impaired, it must notify the Contractor of this immediately in writing or in text form. In the event of non-genuine factoring, the Contractor shall be entitled to withdraw from the contract and demand the return of products already delivered. The same applies in the case of genuine factoring if the Client cannot freely dispose of the purchase price of the claim in accordance with the contract with the factor.

**C.13.08**

In the event of culpable breach of contract by the Client, in particular in the event of default in payment, the Contractor shall be entitled to take back all goods subject to retention of title after withdrawing from the contract. In this case, the Client shall be obliged to surrender the goods without further ado and shall bear the transportation costs required for the repossession. The repossession of the reserved goods by the Contractor shall constitute a withdrawal from the contract. In the event of withdrawal, the Contractor shall be entitled to utilize the reserved goods. The proceeds of the realization, less reasonable costs of realization, shall be offset against those claims which the Customer owes the Contractor from the business relationship. The Contractor may enter the Client's business premises and storage areas at any time during normal business hours to determine the inventory of the delivered goods. The Client must inform the Contractor immediately in writing or text form of any access by third parties to goods subject to retention of title or claims assigned to the Contractor.

**C.13.09**

If the value of the securities existing for the Contractor in accordance with the above provisions exceeds the secured claims by more than 10% in total, the Contractor shall be obliged to release securities of its choice at the Client's request.

**C.13.10**

Processing and treatment of the goods subject to retention of title shall be carried out for the Contractor as manufacturer, but without obligating the Contractor. If the reserved goods are processed or inseparably combined with other items not belonging to the Contractor, the latter shall acquire co-ownership of the new item in the ratio of the net invoice amount of the reserved goods to the net invoice amounts of the other processed or combined items. If the goods subject to retention of title are combined with other movable items to form a single item which is to be regarded as the main item, the Client hereby transfers co-ownership of this to the Contractor in the same proportion. The Client shall keep the property or co-property for the Contractor free of charge. The resulting co-ownership rights shall be deemed to be reserved goods. At the Contractor's request, the Customer shall be obliged at any time to provide the Contractor with the information required to pursue our ownership or co-ownership rights.

**C.13.11**

If, in the case of deliveries abroad, certain additional measures and/or declarations regarding the agreement of the retention of title are required by the Client in the importing country in order for the aforementioned retention of title or the other rights of the Contractor described therein to be effective, the Client must carry out such measures and/or declarations immediately at its own expense or submit these declarations in the proper form. The Contractor shall cooperate in this to the extent necessary. If the law of the importing country does not permit a reservation of title, but allows other rights to the delivery item to be reserved, the Contractor may exercise all such rights vis-à-vis the Client at its reasonable discretion (Section 315 Civil Code (BGB)). If such equivalent security for the Contractor's claims against the Customer is not achieved as a result, the Customer shall be obliged to provide the Contractor other suitable security for the delivered goods or other security at the Contractor's reasonable discretion (Section 315 Civil Code (BGB)) without delay and at the Contractor's expense. The Client's right to judicial review and correction of the Contractor's equitable decision (Section 315 III Civil Code (BGB)) shall remain unaffected in each case.

**C.13.12**

In the event of seizures or other interventions by third parties, the Client must notify the Contractor immediately in writing or in text form so that the Contractor can bring an action pursuant to Section 771 of the German Code of Civil Procedure (ZPO). If the third party is not in a position to reimburse the Contractor for the judicial and extrajudicial costs of an action pursuant to Section 771 ZPO, the Client shall be liable to the Contractor for the loss incurred by the Contractor. Section 254 BGB (contributory negligence) remains unaffected.

**C.14. Place of performance and fulfillment****C.14.01**

Unless otherwise contractually agreed, the place of performance and fulfillment for the services to be provided by the Contractor shall always be the Contractor's premises.

**C.14.02**

Unless otherwise contractually agreed, the place of performance for deliveries shall be the Contractor's premises or warehouse, in particular even if the Contractor undertakes transportation itself.

**C.15 Definitions****C.15.01**

All headings in the BOGE terms and conditions are for ease of reading only and have no influence on the meaning and interpretation of the individual provisions.

**C.15.02**

Declarations made in text form (e.g. by fax or e-mail) shall also be regarded as written declarations of intent and knowledge within the meaning of the BOGE Terms and Conditions.

**C.15.03**

Delivery dates refer to a point in time, be it a specific day, a calendar week or similar, on which the delivery is to be made.

Delivery periods refer to the period within which a delivery must be made. Delivery time is the generic term for delivery dates and delivery periods.

## **D. Special conditions for contracts**

BOGE Komponenten GTC - 04/2025

### **D.1 Subject matter of contract**

The subject of the contract is the delivery of goods as consignment goods, either on the basis of a framework agreement on conditional sales contracts in the consignment business or outside such a framework agreement.

### **D.2 Consignment**

#### **D.2.01**

The Client as consignor shall purchase the consignment goods from the Contractor subject to the condition subsequent that, by the 10th calendar day following the month in which the consignment period expires, either

- a) the Contractor has otherwise disposed of the consignment goods to the consignor in writing to the consignor, or
- b) the consignor has made the consignment goods available again, carriage paid, at the Contractor's distribution warehouse.

In the event that no consignment period has been agreed, the consignment period shall expire no later than 6 months after receipt of the notification from the Contractor that the agreed consignment goods are ready for collection ex works of the Contractor.

#### **D.2.02**

The consignment goods shall be provided by the Contractor ex works, excluding packaging.

#### **D.2.03**

If necessary, the Contractor may otherwise dispose of the consignment goods by notifying the consignor in writing or text form, provided that the consignor has not already demonstrably sold the goods at the time of notification.

#### **D.2.04**

Any necessary reconditioning work on consignment goods returned to the Contractor shall be charged to the consignor at cost price.

### **D.3 Care of goods**

#### **D.3.01**

The consignor undertakes to store the goods separately from goods owned by him or by third parties and to mark them in such a way that the goods can be easily identified as consignment goods for third parties at any time when viewed objectively. The consignor undertakes to store the consignment goods carefully and to insure them against theft, fire, water and natural hazards at replacement value. In addition, the consignor is obliged to take out machine breakage insurance for the consignment goods at replacement value.

#### **D.3.02**

The consignor may not dismantle or modify in any way the delivered systems or their parts or accessories of the consignment goods. The same shall apply accordingly to the control software of the same.

#### **D.4 Sale**

##### **D.4.01**

The consignor undertakes to notify the Contractor immediately in writing or in text form of the sale of consignment goods.

##### **D.4.02**

The consignor is not authorized to sell individual parts of the consignment goods unless this is expressly agreed with the Contractor.

##### **D.4.03**

If the consignment goods are removed from the consignment warehouse or if individual parts are sold or removed by the consignor contrary to D.4.02, this shall be deemed a sale of the consignment goods removed accordingly between the Contractor and the consignor and the total price for these shall be due immediately.

##### **D.4.04**

After notification of the sale, the Contractor shall issue the fixed invoice. The purchase price shall be the list price valid on the date of the fixed invoice, less any discounts granted to the consignor.

##### **D.4.05**

If the sale of consignment goods is not reported immediately, the claim arising from this fixed invoice shall be due from the date of sale.

##### **D.4.06**

In the case of clause D.4.05, the consignor shall pay default interest in accordance with clause C.7.04 of the General Terms and Conditions of Performance from the day following the due date.

##### **D.4.07**

The consignor is obliged to grant the Contractor access to the goods at any time on request during normal business hours to enable the Contractor to take stock.

#### **D.5 General Terms and Conditions**

In addition, the General Terms and Conditions Part A and C of BOGE shall apply to the contractual relationship between the parties.

## **E. Special conditions for installation work and bringing into service**

BOGE Komponenten GTC - 04/2025

### **E.1 Subject matter of contract**

#### **E.1.01**

The subject matter of the contract shall be installation orders or commissioning orders placed with the Contractor as contracts for work and services within the meaning of the German Civil Code. The installation order may also include the commissioning of the system if and insofar as this has been agreed. The scope of services exclusively owed by the Contractor shall be determined by the contract, in this respect Section C.1.01 shall apply.

#### **E.1.02**

The fitter may only carry out work that goes beyond the order accepted by the Contractor in accordance with Sections C.1.01, C.1.02 and E.1.01 of our GTC with the consent of the Contractor.

#### **E.1.03**

The Client shall receive a copy of the installation report.

### **E.2 Execution**

#### **E.2.01**

The Contractor reserves the right to select the fitter, as well as whether the deployment is arranged by the Contractor's plant, a branch of the Contractor or a customer service station of the Contractor.

#### **E.2.02**

The fitter must be requested by the Client in good time, stating the exact location and time, so that the Contractor can start work immediately.

### **E.3 Calculation**

Installation shall be invoiced in accordance with the Contractor's current invoice rates for customer service and installation services on a time and material basis, unless a lump sum price has been expressly agreed between the parties.

### **E.4 Duration of work**

#### **E.4.01**

All information provided by the Contractor regarding the duration of the work - unless it is designated as binding - is only approximate, as the start and duration of the work may be postponed due to unforeseen circumstances beyond the Contractor's control.

### **E.5 Foreign assembly**

Unless expressly agreed otherwise, all risks typical for the respective country (such as customs duties, taxes, levies, visa costs, etc. to be paid by the Contractor there) shall be borne by the Client in the case of assembly work abroad that is the subject of the contract.

## **E.6 Devices and tools**

### **E.6.01**

The Client shall ensure that the equipment and tools provided by the Contractor at the assembly site are adequately secured against theft and damage by its employees or third parties. If he culpably breaches this obligation, he shall be liable to pay compensation to the Contractor. Section 254 Civil Code (BGB) (contributory negligence) remains unaffected.

### **E.6.02**

The legal consequences of Section E.6.01 shall also apply in the event of damage or loss during transportation if the reasons for the loss or damage are attributable to the Client.

### **E.6.03**

Damage attributable to normal wear and tear shall not be taken into account.

## **E.7 Acceptance**

### **E.7.01**

The Client is obliged to confirm the correctness of the entries and the proper execution of the work on the acceptance report and the order certificate. Partial acceptances are not permitted.

### **E.7.02**

Complaints by the Client for defects recognizable by the Client at the time of acceptance must be noted in writing on the acceptance report, otherwise the Client is excluded from asserting them against the Contractor.

### **E.7.03**

The complaints must also be explained in detail to the Contractor in a further document.

### **E.7.04**

The subject matter of the contract shall be deemed to have been accepted if

- the Client puts it into commercial operation beyond a test run;
- the Client or a third party independently makes changes to the subject matter of the contract which are not deemed to be rectification work which the Contractor has not carried out, or
- the Client does not give the Contractor the opportunity to carry out acceptance within 10 calendar days of receipt of the notification of completion, or alternatively does not refuse acceptance in writing or in text form within the aforementioned period, stating at least one defect.

## **E.8 Labor law regulations**

### **E.8.01**

The Contractor's assembly personnel must comply with the Working Hours Act (AZG). This applies in particular to overtime.

### **E.8.02**

If the assembly personnel stay at the Client's premises, the Client is obliged to ensure that the Working Hours Act (AZG) is also complied with in this respect.

### **E.8.03**

Legal consequences arising from culpable violations of the Working Hours Act (AZG) shall be the responsibility of the Client within the scope of E.8.02. The Client shall indemnify the Contractor against claims and penalties based on such violations. Section 254 Civil Code (BGB) (contributory negligence) remains unaffected.

E.8.04

In the event of a shift duration of more than 10 hours per calendar day, the Client must confirm to the Contractor's assembly personnel that the work performed was necessary to maintain production in accordance with Section 14 Working Hours Act (AZG).

E.8.05

Unless otherwise specified above, the implementation provisions of the Federal Collective Agreement for the Special Working Conditions of Assembly Workers in the Iron, Metal and Electrical Industry shall apply.

## **E.9 General Terms and Conditions**

In addition, the General Terms and Conditions Part A and C of BOGE shall apply to the contractual relationship between the parties.



## **F. Special conditions for repair work**

BOGE Komponenten GTC - 04/2025

### **F.1 Subject matter of contract**

The subject matter of the contract is repair orders placed with the Contractor as contracts for work and services within the meaning of the German Civil Code. The scope of services owed exclusively by the Contractor shall be determined by the contract; in this respect, Section C.1.01 shall apply.

Repair work that goes beyond the order accepted by the Contractor in accordance with Section C.1.01 may only be carried out by the fitter with the Contractor's consent.

### **F.2 Cost estimate**

#### **F.2.01**

The Client will be provided with a cost estimate on request.

#### **F.2.02**

The costs incurred for determining the scope of the repair work shall be borne by the Client.

#### **F.2.03**

The Client shall also bear the costs specified in Section F.2.02 if he refrains from placing an order for the repair.

### **F.3 Order extension**

#### **F.3.01**

If, during the performance of repair work, previously undetectable, significant additional defects in the repair item are discovered, the Contractor shall inform the Client of these immediately. The latter may either agree to the corresponding extension of the repair order or terminate the repair order.

#### **F.3.02**

If the Client cancels the repair order in accordance with clause F.3.01, he shall bear the costs incurred up to this point in time.

### **F.4 Repair objects sent in**

The Contractor shall not be liable for damage caused by fire, water or theft to repair items sent to him, unless he is responsible for such damage.

### **F.5 General Terms and Conditions**

In all other respects, the General Terms and Conditions Part A, C and E of BOGE shall apply to the contractual relationship between the parties.

**G. Special conditions for inspection contracts**

BOGE Komponenten GTC - 04/2025

**G.1 Subject matter of contract****G.1.01**

The subject of the contract is the inspection of the technical systems listed in the overview of conditions of the inspection contract to the extent described in more detail below. The details of the scope of services are set out in the contract. Section C.1.01 applies in this respect.

**G.1.02**

The Contractor may use subcontractors. In the context of the following provisions, the term "Contractor" also refers to third parties commissioned by the Contractor to fulfill the contract. However, only original spare parts shall be used in any case.

**G.1.03**

All devices listed in the overview of conditions of the inspection contract are automatically subjected to an "operational safety check" at each inspection. All checks and tests and test runs that are planned for the equipment covered in accordance with the relevant operating and maintenance instructions of the Contractor at the respective time or operating hour age are carried out.

**G.2 Scope of services****G.2.01**

The remuneration owed to the Contractor in accordance with the inspection contract includes travel costs and expenses per inspection.

**G.2.02**

The inspections are carried out by the Contractor in a 3-month cycle without being requested to do so. After each inspection, the Client receives a report on the condition of the system. This report lists any anomalies as well as repair or maintenance recommendations.

**G.2.03**

Necessary minor repairs (e.g. minor sealing work, etc.) will be carried out immediately at the request of the Client. Invoicing for such work shall be based on the prices charged by the Contractor or the company entrusted with the inspection at the time the work is carried out.

**G.2.04**

If it is determined during an inspection that maintenance is due in accordance with the operating and/or maintenance instructions for the system, the Contractor shall carry out maintenance of the system in question in addition to the agreed inspection and invoice the maintenance on a time and material basis.

**G.2.05**

This inspection contract does not release the Client from the maintenance and daily checks required in accordance with the operating and maintenance instructions and the relevant accident prevention regulations. The obligation of the Client to keep the maintenance logbook also remains unaffected.

**G.2.06**

If the Client is no longer in possession of the operating and maintenance instructions applicable to its systems, it may request a new copy from the Contractor at cost price for as long as the inspection contract is in force.

**G.2.07**

Non-observance of the operating and maintenance instructions by the Client shall lead to exclusion of liability on the part of the Contractor if it causes damage.

### **G.3 Contract term / price change / termination**

#### **G.3.**

The duration of the contract is at least 12 months. It shall be extended by a further 12 months in each case if the contract is not terminated by one of the two contracting parties at least 3 months before expiry. The right to extraordinary termination without notice for good cause and Section 314 Civil Code (BGB) (termination of continuing obligations) remains unaffected.

#### **G.3.**

The Contractor shall be entitled to unilaterally increase the remuneration accordingly in the event of an increase in material production and/or material and/or product procurement costs, wage and ancillary wage costs, social security contributions and energy costs, travel costs and costs due to environmental regulations, and/or currency regulations and/or changes in customs duties, and/or freight rates and/or public charges, if these directly or indirectly affect the goods production or procurement costs or costs of the contractually agreed services owed by the Contractor and if there are more than 4 months between conclusion of the contract and performance/delivery. An increase in the aforementioned sense is excluded if the cost increase for individual or all of the aforementioned factors is offset by a cost reduction for other of the aforementioned factors in relation to the total cost burden for the delivery/service (cost netting). If the aforementioned cost factors are reduced without the cost reduction being offset by an increase in other of the aforementioned cost factors, the cost reduction shall be passed on to the Client as part of a price reduction.

If the new price is 20% or more higher than the original price due to our aforementioned right to adjust prices, the Client is entitled to withdraw from contracts that have not yet been completely fulfilled with regard to the part of the contract that has not yet been fulfilled and to which the price increase relates. However, he may only assert this right immediately after notification of the increased price.

### **G.4 General Terms and Conditions**

In all other respects, the General Terms and Conditions Part A, C and E of BOGE shall apply to the contractual relationship between the parties.

## H. Special conditions for maintenance contracts

BOGE Komponenten GTC - 04/2025

### H.1 Subject matter of contract

#### H.1.01

The object of the contract is the maintenance of the technical systems listed in the overview of conditions of the maintenance contract to the extent described in more detail below.

The details of the scope of services are set out in the contract. Section C.1.01 applies in this respect.

#### H.1.02

The Contractor may use subcontractors. Within the scope of the following provisions, the term "Contractor" also refers to third parties commissioned by the Contractor to fulfill the contract.

However, only original spare parts are used in all cases.

### H.2 Scope of services

#### H.2.01

The scope of services includes all inspections, tests, maintenance work and test runs that are planned for the systems covered in accordance with the manufacturer's operating and maintenance instructions at the relevant time and operating hours.

#### H.2.02

During the term of the maintenance contract, if the Client is no longer in possession of the operating and maintenance instructions relevant to its systems, it may request a new copy from the Contractor against payment of the cost price.

#### H.2.03

Non-observance of the operating and maintenance instructions by the Client shall lead to exclusion of liability on the part of the Contractor if and insofar as it is the cause of damage.

#### H.2.04

After each maintenance, the Contractor shall prepare a report on the activities carried out and any anomalies identified, which shall be handed over to the Client.

### H.3 Material, repairs, costs

#### H.3.01

The material required for the performance of the contractually agreed services shall be invoiced as actually incurred on the basis of the valid prices of the Contractor or the company entrusted by the Contractor with the maintenance at the time the service is performed.

#### H.3.02

Necessary minor repairs (minor sealing work, etc.) shall be carried out immediately at the request of the Client. Invoicing for this shall be based on the valid prices of the Contractor or the company entrusted with maintenance by the Contractor at the time the service is carried out, against proof of materials and hours. If the required parts are not available or were previously known and a longer journey may be necessary, this will also be invoiced.

#### H.3.03

If a flat-rate maintenance fee has not been agreed, the maintenance work performed shall be invoiced on a time and material basis at the prices of the Contractor or the company entrusted by the Contractor with the maintenance at the time the service is performed.

If the Contractor provides services at the Client's request that are not included in the overview of conditions (additional repair work, etc.), the Contractor may invoice its services separately in this respect.

#### H.3.04

Disposal of waste oil or oil-wetted substances etc. is carried out by the Client. By arrangement, the Contractor can take care of this for an additional fee.

### **H.4 Obligations and cooperation of the Client**

#### H.4.01

The Client is obliged to carry out the checks between the maintenance intervals in accordance with the operating and maintenance instructions. This also includes, but is not limited to, the daily oil and pressure checks. The obligation of the Client to keep the maintenance log on the last page of the operating instructions remains unaffected by this.

In addition, the Client shall perform all acts of cooperation from its sphere that are necessary for the Contractor to be able to provide a service in accordance with the contract in a timely manner, in full and free of charge.

#### H.4.02

The Client shall notify the Contractor of the desired maintenance date 20 working days in advance at the Contractor's registered office, unless a specific date has already been agreed in advance.

If it is not possible for the Client to carry out the work on the scheduled date, the Contractor must be notified of this at least 10 working days in advance at the Contractor's registered office. The date of receipt of the notification by the Contractor shall be decisive for compliance with the deadline.

If it is not possible for the Contractor to carry out the work on the agreed date, the Contractor shall also inform the Client of this 10 working days in advance. The relevant time for compliance with the deadline is the dispatch of the notification by the Contractor. In both cases, the parties shall attempt to agree a catch-up date as soon as possible. If the appointment cannot be made within the contract year for reasons for which the Contractor is not responsible, the Contractor shall nevertheless be entitled to invoice the agreed flat rates at the end of the contract year.

#### H.4.03

Maintenance should be able to be carried out during the Contractor's normal working hours. Normal working hours means 08:00 - 17:00 (Mon - Fri). If, at the Client's request, the work must (also) be carried out outside normal working hours, the Contractor shall invoice working hours outside normal working hours separately, at higher conditions, in accordance with the Contractor's general price list applicable at the time of performance of the service, which the Contractor shall make available to the Client on first request.

#### H.4.04

Should the operating conditions of the system change significantly since the conclusion of the maintenance contract, the Client must inform the Contractor of this before the maintenance is carried out. Changes may include Change to multi-shift operation, increased compressed air consumption, et cetera.

#### H.4.05

For the performance of the services within the scope of this agreement, the Client shall, if necessary, provide auxiliary personnel and aids such as lifting equipment free of charge.

#### H.4.06

The contract does not release the Client from the duty of care to be observed by the Client with regard to the installations. See H.4.01.

## **H.5 Contract term / price change / termination**

### **H.5.01**

The duration of the contract is at least 12 months, but no longer than 10 years. It is extended by a further 12 months in each case if the contract is not terminated by one of the two contracting parties at least 3 months before expiry. The right to extraordinary termination of the contract without notice and Section 314 Civil Code (BGB) (termination of continuing obligations for good cause) remains unaffected.

### **H.5.02**

Currently not assigned.

### **H.5.03**

The flat rate calculated by the Contractor at the start of the contract does not change over the term of the contract. The lump sum includes the work as part of the maintenance services.

## **H.6 Special conditions for premium maintenance contracts**

### **H.6 Subject matter of the contract**

#### **H.6.01**

The subject of the contract is the maintenance of the technical systems listed in the overview of conditions of the maintenance contract to the extent described in more detail below.

The details of the scope of services are set out in the contract. Section C.1.01 of these GTC applies accordingly.

#### **H.6.02**

The Contractor may use subcontractors. In the context of the following provisions, the term "Contractor" also refers to third parties commissioned by the Contractor to fulfill the contract.

However, only original spare parts are used in all cases.

### **H.7 Scope of services**

#### **H.7.01**

The scope of services includes all inspections, tests, maintenance work and test runs that are planned for the systems covered in accordance with the manufacturer's operating and maintenance instructions at the relevant time and operating hours. The standard maintenance materials required for maintenance are included.

#### **H.7.02**

During the term of the Premium Maintenance Contract, if the Client is no longer in possession of the operating and maintenance instructions relevant to its systems, it may request a new copy from the Contractor against payment of the cost price.

#### **H.7.03**

Non-observance of the operating and maintenance instructions by the Client shall lead to exclusion of liability on the part of the Contractor if and insofar as it is the cause of damage.

#### **H.7.04**

After each maintenance, the Contractor shall prepare a report on the activities carried out and any anomalies identified, which shall be handed over to the Client.

## **H.8. Material, repairs, costs**

### **H.8.01**

A flat rate is agreed in the offer price, including all parts required for maintenance. There are no additional costs. Necessary or separately commissioned repair work is explicitly not part of the Premium Maintenance Contract and will therefore be invoiced separately in accordance with the Contractor's general price list valid at the time of performance of the service, which the Contractor will provide to the Client on first request.

### **H.8.02**

Necessary minor repairs (minor sealing work, etc.) shall be carried out immediately at the request of the Client. Invoicing for this shall be based on the valid prices of the Contractor or the company entrusted with maintenance by the Contractor at the time the service is carried out, against proof of materials and hours. If the required parts are not available or were previously known and an additional journey may be necessary, this will also be invoiced.

### **H.8.03**

Currently not assigned.

### **H.8.04**

Disposal of waste oil or oil-wetted substances etc. is carried out by the Client. By arrangement, the Contractor can take care of this for an additional fee.

## **H.9 Obligations and cooperation of the Client**

### **H.9.01**

The Client is obliged to carry out the checks between the maintenance intervals in accordance with the operating and maintenance instructions. This also includes, but is not limited to, daily oil and pressure checks. The obligation of the Client to keep the maintenance log on the last page of the operating and maintenance instructions remains unaffected by this.

### **H.9.02**

The Client shall notify the Contractor of the desired maintenance date 20 working days in advance at the Contractor's registered office, unless a specific date has already been agreed in advance. If it is not possible for the Client to carry out the work on the scheduled date, the Contractor must be notified of this at least 10 working days in advance at the Contractor's registered office. The date of receipt of the notification by the Contractor shall be decisive for compliance with the deadline.

If it is not possible for the Contractor to carry out the work on the agreed date, the Contractor shall also notify the Client of this 10 working days in advance at the Contractor's registered office. The relevant time for compliance with the deadline is the dispatch of the notification by the Client.

In both cases, the parties shall attempt to agree a catch-up date as soon as possible. If the appointment cannot be made within the contract year for reasons for which the Contractor is not responsible, the Contractor shall nevertheless be entitled to invoice the agreed flat rates at the end of the contract year.

### **H.9.03**

Maintenance should be able to be carried out during the Contractor's normal working hours. Normal working hours means 08:00 - 17:00 (Mon - Fri). If, at the Client's request, the work must (also) be carried out outside normal working hours, the Contractor shall invoice working hours outside normal working hours separately at higher rates.

An overview of conditions can be found in the current spare parts price list.

**H.9.04**

Should the operating conditions of the system change significantly since the conclusion of the maintenance contract, the Client shall inform the Contractor accordingly.

Changes can include Change to multi-shift operation, increased compressed air consumption, et cetera.

**H.9.05**

For the performance of the services within the scope of this agreement, the Client shall, if necessary, provide auxiliary personnel and aids such as lifting equipment free of charge.

**H.9.06**

The contract does not release the Client from the duty of care with regard to the installations. See H.4.01.

**H.10. General Terms and Conditions**

In all other respects, the General Terms and Conditions Part A, C and E of BOGE shall apply to the contractual relationship between the parties.



## **I. Special Terms and Conditions for Full-Service Contracts**

BOGE Komponenten GTC - 04/2025

### **I.1 Subject matter of contract**

#### **I.1.01**

The subject of the contract is the maintenance and servicing of the technical systems listed in the full-service contract. Within the scope described in more detail below, the Contractor shall maintain the systems specified in the Full-Service Contract in as trouble-free a condition as possible without charging separate costs.

The details of the scope of services are set out in the full-service contract. Section C.1.01 of these GTC shall apply accordingly.

#### **I.1.02**

The Contractor may use subcontractors. In the context of the following provisions, the term "Contractor" also refers to third parties commissioned by the Contractor to fulfill the contract. However, only original spare parts are used in all cases.

### **I.2 Scope of services**

#### **I.2.01**

Within the scope of the contract, the Contractor shall carry out all inspections and maintenance provided for in the respective operating and maintenance instructions of the Contractor as well as the repairs necessary to maintain functionality and the replacement of worn parts.

#### **I.2.02**

If the Client is no longer in possession of the operating and maintenance instructions relevant to its systems, it may request a new copy from the Contractor at cost price for the duration of the full-service contract.

#### **I.2.03**

If non-compliance with the operating and maintenance instructions leads to higher service costs (such as repairs) for the Contractor, the Contractor may invoice the additional services separately at the conditions of a maintenance contract (Part H). The Contractor shall inform the Client if and insofar as the need for additional services becomes apparent.

#### **I.2.04**

The Contractor shall draw up a report after each maintenance work, which shall be handed over to the Client.

### **I.3 Restrictions on the obligation to pay benefits**

The Contractor's obligation to perform is subject to the following restrictions:

#### **I.3.01**

The Contractor shall not be liable under this contract for damages and malfunctions resulting from the interaction of the systems specified in the Full-Service Contract (Section I.1.) with defective other systems, machines or accessories.

#### **I.3.02**

In the event of damage or malfunctions resulting from the interaction of the contractual items referred to in Section I.1. with systems, machines or accessories that were not supplied by the Contractor or were not supplied for this purpose, the Contractor shall only owe a repair covered by the lump sum if the suitability for such interaction was expressly declared by the Contractor to the Client prior to conclusion of the contract.

**I.3.03**

A repair obligation within the meaning of Section I.1. covered by the lump sum shall also not apply in the event of damage or malfunctions caused by external influences (fire, water, impact, shock, fall, etc.), operating errors, fluctuations in the mains voltage or by persons not commissioned by the Contractor.

**I.3.04**

A repair obligation covered by the lump sum shall also not exist if the Client has breached one of the notification obligations incumbent upon it in accordance with Section I.13.01 and a repair would not be necessary if this obligation had been observed. If the repair is more extensive due to the aforementioned breach of duty than would have been the case if the duty of notification had been observed, the Client shall reimburse the Contractor for the difference.

**I.3.05**

Transportation costs of the Client shall only be borne by the Contractor if the subject matter of the contract is brought to the Contractor's special workshop at the express request of the Contractor.

**I.3.06**

The contract does not release the Client from the duty of care to be observed by the Client with regard to the systems. In particular, the Client is also, but not exclusively, responsible for carrying out daily oil and pressure checks.

**I.4 Place and time of the full-service performance****I.4.01**

Service and repair work shall be carried out at the Client's premises or - if necessary - in the Contractor's specialist workshop.

The Contractor shall provide the services owed under I.1. and I.2. after prior notification within as short a time as is possible, taking into account its personnel capacity and other similar services and the procurement time for spare parts.

**I.4.02**

In the event of a system failure on working days, the Contractor shall begin to rectify the failure and carry out the repair within 24 hours of receipt of the damage report. Subject to special agreements, this does not apply to reports received on Sundays and public holidays (at the Contractor's registered office) and on December 24 and January 1 of each year.

**I.4.03**

The Client shall notify the Contractor of the desired maintenance date 20 working days in advance at the Contractor's registered office, unless a specific date has already been agreed in advance.

If it is not possible for the Client to carry out the work on the scheduled date, the Contractor must be notified of this at least 10 working days in advance at the Contractor's registered office. The date of receipt of the notification by the Contractor shall be decisive for compliance with the deadline.

If it is not possible for the Contractor to carry out the work on the agreed date, the Contractor shall also notify the Client of this 10 working days in advance at the Contractor's registered office. The relevant time for compliance with the deadline is the dispatch of the notification by the Contractor.

In both cases, the parties shall attempt to agree a catch-up date as soon as possible. If the appointment cannot be made within the contract year for reasons for which the Contractor is not responsible, the Contractor shall nevertheless be entitled to invoice the agreed flat rates at the end of the contract year.

### **I.5 Replacement of parts**

The replacement of parts or complete assemblies shall not be invoiced separately. Replaced parts shall become the property of the Contractor; the Client shall not be entitled to reimbursement for this. Whether a repair or replacement of parts is carried out for maintenance purposes is at the discretion of the Contractor. The same applies to the question of whether new spare parts or replacement parts are used. In any case, the Contractor shall only use original parts.

### **I.6 Other repairs**

The Client is free to commission the Contractor separately with repairs which the Contractor is not already obliged to carry out in accordance with Sections I.1. and I.2.

With regard to such services, the Contractor and the Client shall conclude a separate contract, which shall be subject to the provisions of Part F. This contract shall be invoiced separately.

### **I.7 Pricing**

#### **I.7.01**

The agreed flat-rate price is the consideration for the maintenance and repair readiness owed by the Contractor *and must be paid regardless of whether repairs are actually necessary.*

#### **I.7.02**

If the contract is invoiced on an operating hours basis, the Client must pay the difference to the operating hours rate agreed in the contract if the basic running time agreed for the respective system is exceeded within a 12-month contract period. If the agreed basic running time per machine is undercut by more than 3000 hours, the difference to the operating hours rate agreed in the contract shall be deducted from the lump sum owed and offset against the next year's payment. In the last year of the contract, however, no further offsetting shall take place.

### **I.8 Waiting times**

If the Contractor is unable to commence the provision of services on site at the Client's premises due to circumstances for which the Client is responsible (waiting time), the Client shall remunerate the waiting time separately at the Contractor's usual hourly rates for such employees at that time and reimburse any travel expenses that become necessary, if and to the extent that these have been incurred due to the waiting time.

### **I.9 Due date and default**

The lump-sum price is due annually in advance on the day and month agreed in the contract as the start of the contract. In the event that the Client is in default with regard to its aforementioned payment obligation even without a reminder after exceeding the aforementioned payment deadline, the Client shall owe the Contractor default interest at the statutory default interest rate applicable at the time. The proof and assertion of further damages shall remain unaffected by this, as shall the right to commercial maturity interest within the meaning of Section 353 German Commercial Code (HGB).

#### **I.10. Limitation of liability / No acceptance as a prerequisite for maturity**

I.10.1 Notwithstanding the limitations of liability resulting from the General Terms and Conditions of Service (Part C.), the Contractor shall not be liable for disruptions caused by

- Changes to the operating conditions specified in the full-service contract without the express approval of the Contractor and
- are attributable to conduct for which the Client, its personnel or third parties are responsible.

I.10.2 This full-service contract is based on the statutory model of a contract for work and services. However, this shall apply with the proviso that acceptance of the services to be provided by the Contractor is not a prerequisite for the lump-sum price becoming due.

#### **I.11. Contract duration / price change / termination**

##### **I.11.01**

The duration of the full-service contract is at least 5 years (fixed term). It shall be extended by a further 12 months in each case if the contract is not terminated by either party at least 3 months before expiry, either ordinarily or extraordinarily. The right to extraordinary termination without notice for good cause and Section 314 Civil Code (BGB) (termination of continuing obligations for good cause) remains unaffected.

##### **I.11.02**

C.4.04 (Right to adjust prices) applies accordingly.

#### **I.12. Obligations and cooperation of the Client**

##### **I.12.01**

The Client must inform the Contractor immediately in writing or text form of the following events relating to the object subject to the agreed full-service contract:

- Increased noise level or vibrations
- Leaks and escape of liquids
- Failure of measuring instruments
- Change in thermal behavior
- Changes in environmental conditions.

##### **I.12.02**

The Client shall grant the employees and subcontractors commissioned by the Contractor free access to the contractual facilities and shall provide aids such as lifting equipment, electricity, water, etc.

##### **I.12.03**

The Client is obliged to keep a complete maintenance log for each system included in the contract, showing the daily operating hours and the daily oil and pressure control values.

#### **I.13. General Terms and Conditions**

In addition to the above conditions, BOGE's General Terms and Conditions Part A, C and E shall apply.

## J. Special terms and conditions for try and buy

BOGE Komponenten GTC - 04/2025

### J.1 Subject matter of contract

The subject of the contract are orders placed with the Contractor in which the Contractor supplies the Client with a compressor system for trial purposes, the Client can initially use the system for one month free of charge, then can use it for a further two months (60 calendar days) for a usage fee and only then decides whether to purchase the system.

Upon receipt of the system, the customer shall be subject to all inspection and complaint obligations that he would have if he had accepted the system as a buyer, in particular those of Section 377 German Commercial Code (HGB). Otherwise, he is excluded from all defenses based on defects with regard to the try and buy item.

### J.2 Time calculation

#### J.2.01

One month in the sense of the try and buy contract is 30 calendar days.

#### J.2.02

The calculation of the try and buy period begins with the day of commissioning as the first calendar day. The maximum duration of the try and buy period is 90 calendar days or three months.

### J.3 Costs of the test provision

#### J.3.01

The Contractor shall bear the costs of delivery and commissioning of the test system. The Contractor shall pay for any consumables and auxiliary materials as well as the energy costs of operating the system. Unless otherwise agreed, the unloading and installation of the compressor system shall be carried out by the Client. Possible damage caused by unloading and installation shall be borne by the Client. Section 254 Civil Code (BGB) (contributory negligence) remains unaffected. The necessary connections for the compressor system are also the responsibility of the Client and will be provided by him free of charge. Connections are all materials and work required to connect the compressor system to the compressed air, cooling water and energy network and to dispose of the condensate.

#### J.3.02

If the Client declares to the Contractor in writing or in text form by the 31st calendar day that it no longer wishes to have the system provided on a trial basis, the Contractor shall take back the system at its own expense.

#### J.3.03

If the Client does not receive a declaration in accordance with Section J.3.02 by the 31st calendar day, the system shall remain with the Client for a further 59 calendar days, i.e. a total of three months. The Client shall pay the agreed usage fee for the duration of the further stay until the end of the try and buy period.

### J.4 Purchase decision

#### J.4.01

No later than the day after expiry of the try and buy period, the Client shall declare to the Contractor in writing or in text form whether it will purchase the system provided on a trial basis.

**J.4.02**

If the Client does not submit a declaration of purchase, the Contractor is entitled to collect the system immediately. A collection obligation only exists if the Client requests collection. For the period between the expiry of the try and buy period and the collection of the system by the Contractor, the Client shall pay an increased usage fee per day, which amounts to one 40th of the fee according to clause J.3.03, insofar as the Contractor is not responsible for the non-collection.

**J.4.03**

If the Client declares its intention to purchase the system, the purchase contract shall be concluded upon receipt of this declaration by the Contractor in accordance with the Contractor's General Terms and Conditions of Delivery and Service at that time, which the Contractor shall provide to the Client upon first request.

**J.4.04**

The purchase price is due immediately without deductions. The payments owed by the Client in accordance with sections J.3.03 and J.4.02 shall be offset against the purchase price.

**J.5 Duty of care**

From receipt of the system until collection by the Contractor or until purchase by the Client, the Client shall treat the system with care and in compliance with the Contractor's operating instructions and shall be liable to the Contractor for all culpable damage suffered by the system in its care. The objection of contributory negligence (Section 254 Civil Code (BGB)) remains unaffected.

**J.6 General Terms and Conditions**

In all other respects, the General Terms and Conditions Part A and C of BOGE shall apply to the contractual relationship between the parties.

**K. Special conditions for compressed air contracts**

BOGE Komponenten GTC - 04/2025

**K.1 Subject matter of contract**

The subject of the contract are orders placed with the Contractor for the supply of compressed air at prices per m<sup>3</sup> or operating hours. Unless expressly agreed otherwise, this shall be unprocessed compressed air.

**K.2 Scope of services**

Unless otherwise agreed, the systems with which the compressed air to be supplied is generated shall be installed, operated and maintained by the Contractor. The Client shall be entitled to the agreed compressed air quality and delivery quantity. The Contractor reserves the right to determine the manner of fulfillment.

**K.3 Services provided by the Client****K.3.01**

The Client shall, at its own expense and responsibility and in accordance with the specifications agreed in the contract, provide the Contractor with at least the following prerequisites for the operation of the systems used for compressed air generation:

- a) Adequately sized, safe, temperature-controlled, dry installation room with a sufficiently load-bearing ceiling and horizontal floor
- b) The piping required for compressed air extraction and cooling water supply and discharge
- c) The power and data line cabling required for the power supply and system control (especially remote maintenance)
- d) Cooling water in the contractually agreed quality.

**K.3.02**

The Client guarantees that the specifications made by the Contractor with regard to points K.3.01 a) to d) are complied with.

**K.4 Measuring point and price calculation****K.4.01**

The Contractor shall install a measuring device between the compressed air generation system and the Client's compressed air pipe system - in the case of invoicing based on m<sup>3</sup> of compressed air consumed - which measures the compressed air generated in relation to the intake and expanded state in accordance with PN2CPTC2 (measuring point). This measured value is decisive for the compressed air to be paid for by the Client.

**K.4.02**

The Client shall pay the Contractor the agreed price per m<sup>3</sup> or operating hours of the compressed air system, which shall be determined at the measuring point in accordance with K.4.01.

**K.5.**

Currently not assigned.

**K.6 Invoicing and maturity****K.6.01**

The Contractor shall invoice the Client for the compressed air supplied to the Client on a monthly basis for the preceding month.

**K.6.02**

The Client shall pay within the agreed payment terms. If the Client defaults on payment, the Contractor shall be entitled, after sending a reminder to the Contractor with a notice period of 4 working days, to withhold further compressed air deliveries until all claims of the Contractor against the Client have been settled.

**K.7 Purchase quantities**

**K.7.01**

The Client must purchase the agreed minimum annual quantity of compressed air.

**K.7.02**

If he does not purchase this quantity, he shall nevertheless be obliged to pay the price for the difference to the agreed minimum quantity not purchased. The Contractor shall prepare an annual invoice for the billing period from November 1 to October 31. The difference between the payments made and the compressed air actually consumed shall be subsequently debited or, if applicable, credited.

**K.7.03**

If binding fixed quantities have been agreed, these quantities shall apply as minimum and maximum quantities. This means that the Client has no claim to additional delivery without a new agreement having been made.

**K.8 Price escalation clause**

**K.8.01**

Currently not assigned.

**K.8.02**

If the collective wages of the IG-Metall trade union for fitters and service technicians change, the prices for compressed air will increase accordingly at the beginning of each twelve-month contract period from the start of the contract.

**K.9 Further obligations of the Client**

**K.9.01**

The Client must inform the Contractor immediately in writing or in text form of the following events in the compressed air system(s):

- Increased noise level or vibrations
- Leaks and escape of liquids
- Failure of measuring instruments
- Change in thermal behavior
- Changes in environmental conditions.

**K.9.02**

The Client shall inform the Contractor immediately in text form if there is a deterioration in the quality of the compressed air or a reduction in the quantity delivered.

**K.9.03**

The Client guarantees that the Contractor - this also applies to vicarious agents of the Contractor - has unhindered access to the compressed air system during normal business hours. Likewise, the Client guarantees that the data lines used by the Contractor for remote maintenance and remote control are always available.



## **K.10 Exclusive rights of the Contractor**

### **K.10.01**

The sole owner of all items brought in by the Contractor under this contract (compressed air system and accessories) is the Contractor. This shall also apply to the corresponding software and the Client shall have no rights whatsoever to any of these items, in particular no right of ownership.

### **K.10.02**

The Client shall - except in urgent emergencies (danger to life and limb) - unless authorized by the Contractor in individual cases or in general, not touch the items brought in by the Contractor, let alone interfere with them in any way.

## **K.11 Compressed air - delivery**

### **K.11.01**

The agreement on the supply of compressed air is based on the statutory contract type of the purchase agreement. Compressed air is therefore regarded as an item for the purposes of this contract.

### **K.11.02**

If, by way of exception, the delivery of processed compressed air has been expressly agreed without one of the quality classes according to DIN ISO 8573-1 having been expressly agreed, the Contractor shall deliver compressed air of medium type and quality. Compressed air of medium type and quality is present if the compressed air has the quality of class 3 or 4 of the six compressed air quality classes according to DIN ISO 8573-1.

## **K.12 General Terms and Conditions**

In all other respects, the General Terms and Conditions Part A and C of BOGE shall apply to the contractual relationship between the parties.

**L. Special conditions for compressed air  
Deliveries at a monthly fixed price****L.1 Subject matter of the contract**

The subject of the contract is orders placed with the Contractor for the supply of compressed air at a fixed monthly price.

**L.2 Scope of services**

The Contractor shall supply the Client with compressed air in the contractually agreed quantity and quality. For this purpose, a compressor system capable of generating the corresponding compressed air shall be installed at the Client's premises. Unless otherwise agreed, the systems with which the compressed air to be supplied is generated shall be installed, operated and maintained by the Contractor. The Client is entitled to the agreed compressed air quality and quantity. The Contractor reserves the right to determine the manner of fulfillment.

**L.3 Services provided by the Client****L.3.01**

The Client shall, at its own expense and responsibility and in accordance with the specifications agreed in the contract, provide the Contractor with at least the following prerequisites for the operation of the systems used for compressed air generation:

- a) Adequately sized, safe, temperature-controlled, dry installation room with a sufficiently load-bearing ceiling and horizontal floor
- b) The piping required for compressed air extraction and cooling water supply and discharge
- c) The cabling required for the power supply and system control (especially remote maintenance)
- d) Cooling water of the quality specified in the contract.

**L.3.02**

The Client guarantees that the specifications made by the Contractor with regard to points L.3.01 a) to d) are complied with.

**L.4 Price calculation****L.4.01**

The Client shall owe the Contractor the agreed monthly fixed price. In the event of additional consumption, this shall be added in accordance with the additional cost prices agreed in the contract. The additional cost invoice shall be prepared annually by the Contractor for the period from November 1 to October 31 of the following year.

**L.4.02**

The agreed fixed price applies regardless of how much compressed air the Client actually purchases.

**L.5 Invoicing and due date****L.5.01**

The Contractor invoices monthly for the preceding month.

**L.5.02**

The Client shall pay within the agreed payment terms. If the Client defaults on payment, the Contractor shall be entitled, following a reminder and corresponding warning with a notice period of 4 working days, to withhold further compressed air deliveries until all claims of the Contractor against the Client have been settled.

**L.6 Further obligations of the Client**

**L.6.01**

The Client must inform the Contractor immediately in writing or text form of the following events relating to the compressed air system(s):

- Increased noise level or vibrations
- Leaks and escape of liquids
- Failure of measuring instruments
- Change in thermal behavior
- Changes in environmental conditions.

**L.6.02**

The Client shall inform the Contractor immediately in text form if there is a deterioration in the quality of the compressed air or a reduction in the quantity delivered.

**L.6.03**

The Client guarantees that the Contractor - this also applies to vicarious agents of the Contractor - has unhindered access to the compressed air system during normal opening hours. Likewise, the Client must ensure that the data lines used by the Contractor for remote maintenance and remote control are always available.

**L.7 Exclusive rights of the Contractor**

**L.7.01**

The Contractor shall remain the sole owner of all items (compressed air system and accessories) brought in by the Contractor under this contract. This also applies to software provided by the Contractor. The Client shall have no further rights in this respect than those granted to the Client by the contract with the Contractor and mandatory statutory provisions.

**L.7.02**

Unless authorized by the Contractor in individual cases or in general, the Client shall - except in urgent emergencies - not touch the items brought in by the Contractor, let alone interfere with them in any way.

**L.8 Compressed air - delivery**

**L.8.01**

Subject to these provisions, the agreement on the supply of compressed air at a fixed price shall be based on the statutory type of contract of sale. Compressed air is therefore regarded as an item for the purposes of this contract.

**L.8.02**

If, by way of exception, the delivery of processed compressed air has been expressly agreed without one of the quality classes according to DIN ISO 8573-1 having been expressly agreed, the Contractor shall deliver compressed air of medium type and quality. Compressed air of medium type and quality is present if the compressed air has the quality of class 3 or 4 of the six compressed air quality classes according to DIN ISO 8573-1.

### **L.9 General Terms and Conditions**

In all other respects, the General Terms and Conditions Part A and C of BOGE shall apply to the contractual relationship between the parties.

**M. Special conditions for average - Contracts**

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**M.1 Subject matter of contract**

The subject of the contract is an on-call obligation entered into by the Contractor towards the Client. In the event of faults in the compressed air systems listed in the maintenance certificate for the corresponding contract, the Contractor shall immediately take measures to restore a fault-free compressed air supply to the Client.

**M.2 Scope of services**

The scope of services and the conditions, insofar as they are not regulated here, result from the service description. In this respect, C.1.01. applies.

**M.3 Flat rate and individual prices****M.3.01**

In return for the general average readiness guaranteed by the Contractor, the Client shall pay the agreed lump sum annually in advance.

**M.3.02**

If the cost factors, in particular the prices for raw or auxiliary materials as well as wages and transportation costs, change after conclusion of the contract, the Contractor may adjust the lump sum accordingly with effect for the following contract year. In this case, the Client has the right to terminate the contract in text form within one month of the corresponding announcement to the end of the current contract year.

**M.3.03**

The individual services provided by the Contractor under this contract shall be invoiced separately.

**M.4 Individual services**

The special conditions for repair work (Part F. of BOGE's General Terms and Conditions) shall apply to the individual repair services provided within the scope of this contract.

**M.5 Duration of contract / termination****M.5.01**

The contract has an initial fixed term of five years.

**M.5.02**

The contract shall be extended by a further 24 months in each case if it is not terminated by one of the contracting parties in text form at least 3 months before expiry, either ordinarily or extraordinarily without notice. The right to extraordinary termination without notice for good cause and § 314 BGB (termination of continuing obligations for good cause) remains unaffected.

**M.6 General Terms and Conditions**

In all other respects, the General Terms and Conditions Part A and C of BOGE shall apply to the contractual relationship between the parties.

## **N. Special conditions for export control**

### **ATTENTION: Important notes!**

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### **N.1 Scope of application**

The following provisions shall apply additionally in cases in which the Contractor provides cross-border services. This may involve any of the types of services listed in sections C. to M.

### **N.2 Various regulations and prohibitions**

#### **N.2.01**

The transfer / export of goods (goods, software, technology, services, technical support, etc.) for the fulfillment of the contract is subject to European and German foreign trade law and the delivery may be subject to export control restrictions and prohibitions.

#### **N.2.02**

Furthermore, there are European and national embargo regulations of other countries against certain countries, natural and legal persons as well as against associations of persons or other parties that prohibit deliveries or make them subject to approval.

#### **N.2.03**

Goods manufactured in the US, goods with a share of 10% or 25% of US goods or goods from US-controlled companies may be subject to US (re-)export control law in addition to the above-mentioned laws and regulations. This also applies to products that are manufactured using US licenses.

#### **N.2.04**

The Client undertakes not to sell, export, re-export, deliver, pass on or otherwise make available the delivered goods either directly or indirectly to persons, companies, institutions, organizations or countries, if this violates applicable (re-)export control regulations, which may be, among others:

- The German export control regulations (AWG, AWV, German export list) in particular the obligation not to allow the goods to be used directly or indirectly for civil nuclear purposes in the countries listed in Section 5 d I Foreign Trade and Payments Ordinance (AWV),
- The European export control regulations, currently EC Regulation No. 428/2009 (Dual Use Regulation) or the respective valid version, in particular the obligation not to transfer the goods either directly or indirectly to a military end-use in an arms embargoed country within the meaning of Art. 4 II of EC Regulation No. 428/2009,
- All other relevant export (control) regulations,

or to deliver or transfer them directly or indirectly to Russia or Belarus or the Russian-occupied territories of Ukraine

The above prohibitions shall only not apply insofar as the contractual partner has the corresponding necessary authorizations and provides these to the Contractor immediately without being requested to do so.

If the Client culpably breaches an obligation under Section N 2.04, the Contractor shall be indemnified against all damages, fines and customary reasonable costs (including those of legal defense) incurred by the Client. Section 254 Civil Code (BGB) (contributory negligence) remains unaffected.

### **N.3 Obligation of the contractual partner to inform and oblige**

In the event of a resale / subcontracting of the delivered goods, the Client undertakes to inform its customer of the export control regulations and to pass on the resulting obligations in favor of the Contractor as a genuine contract in favor of third parties within the meaning of Section 328 German Civil Code (BGB).

### **N.4 Obligation of the contractual partner to make inquiries**

The Client must independently inquire about the relevant regulations and is responsible for compliance with them. He is obliged to comply with the legal provisions mentioned in N.2, which are subject to constant amendments and adjustments, in the relevant version.

### **N.5 End-use documents**

The Contractor may request so-called end-use documents or end-use documents from the Client in order to be able to prove the end-use and the intended purpose.

### **N.6 Liability for infringement**

The Client shall be fully liable to the Contractor for any damage suffered by the Contractor as a result of the Client culpably violating the applicable export regulations. Section 254 Civil Code (BGB) (contributory negligence) remains unaffected.

### **N.7 Contractual reservations / implementation risk**

#### **N.7.01**

The offer aimed at a contract covered by this section L. and the fulfillment of such a contract are subject to the reservation,

- that any necessary export or transfer licenses are issued by the competent authorities and
- that there are no other legal obstacles affecting the Contractor as exporter or transferor and
- that there are no (re-)export control regulations to be observed by the supplier.

The above shall not apply if the Contractor is responsible for the impediment to performance.

#### **N.7.02**

If any required export license is not granted by the responsible office, without the Contractor being responsible for this, the Contractor shall not be obliged to deliver. Any costs already incurred by the Client in this connection shall be borne by the Client itself.

#### **N.7.03**

If a delivery is delayed due to a necessary application and official approval procedure for which the Contractor is not responsible, the Contractor shall be granted a reasonable extension of the delivery period by the Client, taking into account the circumstances of the official procedure.

#### **N.7.04**

Should it become apparent at any time that the goods to be delivered by the Contractor are intended for a purpose other than that on which the export control check is based or that other export control-relevant changes have occurred which were concealed from the Contractor or deliberately not communicated to it, the Contractor reserves the right to stop the delivery and cancel the order immediately, irrespective of offers made, delivery commitments and other agreements. Any costs incurred shall be borne by the Client.

## **N.8 General Terms and Conditions**

In all other respects, the General Terms and Conditions Part A and C of BOGE shall apply to the contractual relationship between the parties.