

General Terms and Conditions (GTC)

Zeilhofer Handhabungstechnik GmbH & Co. KG
Konrad-Zuse-Straße 7, 83607 Holzkirchen, Germany
As of: November 2025

1. General Provisions

- 1.1 These General Terms and Conditions (hereinafter referred to as "GTC") apply to all current and future deliveries, services, offers, consultations and other contractual relationships of Zeilhofer Handhabungstechnik GmbH & Co. KG (hereinafter referred to as "Zeilhofer") towards entrepreneurs within the meaning of § 14 of the German Civil Code (BGB).
- 1.2 Conflicting or deviating terms and conditions of the customer shall not be recognized unless Zeilhofer expressly agrees to their validity in writing.
- 1.3 These T&Cs shall also apply to all future contracts, even if they are not expressly agreed upon again.
- 1.4 Supplementary individual agreements or amendments must be made in writing.

2. Offers, Contract Documents and Obligations to Cooperate

- 2.1 Offers from Zeilhofer are subject to change unless they are expressly stated to be binding. A contract is only concluded by written order confirmation or by actual performance of services.
- 2.2 Zeilhofer reserves the full right of ownership and copyright to cost estimates, drawings, calculations, models, software and other documents. These documents may not be reproduced, made available to third parties or used outside the purpose of the contract without written consent.
- 2.3 The Purchaser shall provide Zeilhofer with all information, permits, data and documents required for the execution of the order in full and free of charge in good time. Delays due to late or incomplete participation shall be at the expense of the customer.
- 2.4 Changes to the scope of the contract require the written consent of both parties. Zeilhofer is entitled to adjust the remuneration and deadlines appropriately in the event of extensions or changes to the service.

3. Prices, payment terms and security

- 3.1 All prices are ex-works Holzkirchen (EXW according to INCOTERMS 2020) plus packaging, freight, insurance and the respective statutory sales tax.
- 3.2 Unless otherwise agreed, the following terms of payment apply: 90% of the order value upon delivery, 10% upon acceptance, but no later than 4 weeks after delivery. The payment term is 30 days net from the date of invoice.

- 3.3 Discounts, discounts or discounts are only valid if the order has been placed in full and agreed in writing.
- 3.4 In the event of default of payment, default interest will be charged at the statutory rate in accordance with Section 288 (2) of the German Civil Code (BGB). Further claims for damages are reserved.
- 3.5 Zeilhofer is entitled to issue partial invoices according to the progress of the service or to demand appropriate advance payments.
- 3.6 The customer can only offset claims that have been legally established or undisputed. A right of retention only exists if it is based on the same contractual relationship.

4. Terms of delivery and dates

- 4.1 Delivery dates are only binding if they have been confirmed in writing. The prerequisite is the timely fulfilment of all obligations of the customer to cooperate.
- 4.2 Delivery and performance periods shall be extended appropriately in the event of force majeure, official interventions, operational disruptions, strikes, pandemics or other unforeseeable events for which Zeilhofer is not responsible.
- 4.3 If Zeilhofer cannot reasonably be expected to perform the contract as a result of such events, it may withdraw from the contract in whole or in part.
- 4.4 In the event of delay in delivery, liability is limited to 0.5% of the order value per week or part thereof, up to a maximum of 5%. Further claims only exist in the case of intent or gross negligence.

5. Acceptance, installation and commissioning

- 5.1 If an acceptance has been agreed, it must take place immediately after notification of the readiness for acceptance. If no written complaint is made within 14 days, the service is deemed to have been accepted.
- 5.2 Preliminary acceptance can be carried out at the Zeilhofer plants (Holzkirchen). The Purchaser shall bear the travel and subsistence costs of its representatives
- 5.3 Assembly work will be carried out during regular working hours (Monday to Friday, 07:00 – 16:00). Surcharges apply to overtime (25%), Saturday work (50%), Sunday and holiday work (100%) and night work (30%).
- 5.4 The customer must ensure that the installation site is freely accessible and provide the necessary equipment (e.g., electricity, compressed air, forklift, lifting platforms). Delays due to inadequate preparation are at the customer's expense.
- 5.5 Commissioning takes place immediately after installation. The customer must provide the necessary original parts, samples or production conditions in good time.

6. Passing

- 6.1 The risk shall pass to the customer upon handover of the goods to the freight forwarder or carrier, at the latest upon leaving the factory.
- 6.2 If the shipment is delayed for reasons for which the customer is responsible, the risk shall pass to him from the day of readiness for shipment.
- 6.3 Zeilhofer is entitled to make partial deliveries insofar as these are reasonable for the customer.

7. Ownership

- 7.1 The goods remain the property of Zeilhofer until all claims arising from the business relationship have been paid in full.
- 7.2 Processing, joining or reshaping is always carried out on behalf of Zeilhofer as the manufacturer within the meaning of § 950 BGB.
- 7.3 The customer may sell the goods subject to retention of title in the ordinary course of business, but already assigns all claims from the resale to Zeilhofer.
- 7.4 In the event of default of payment or significant deterioration in assets, Zeilhofer shall be entitled to demand securities or to demand the surrender of the goods subject to retention of title.

8. Confidentiality, data protection and non-solicitation

- 8.1 Both parties undertake to treat confidentially all non-disclosed business and technical information that becomes known in the course of the cooperation.
- 8.2 The duty of confidentiality continues to apply even after the termination of the contractual relationship.
- 8.3 The customer and Zeilhofer undertake to refrain from any poaching or attempt to poach employees of the other party.
- 8.4 Zeilhofer processes personal data in compliance with the applicable data protection regulations (in particular GDPR, BDSG). The customer agrees to the data processing insofar as it is necessary for the performance of the contract.

9. Warranty and liability for defects

- 9.1 Zeilhofer provides warranty for defects by repair or replacement delivery at its own discretion.
- 9.2 The limitation period is 12 months from commissioning, but no later than 24 months from delivery.
- 9.3 The customer is obliged to report obvious defects immediately in writing. In the event of failure of subsequent performance, the customer may demand withdrawal or reduction.

- 9.4 Further claims exist only within the framework of the liability regulation according to Section 10.

10. Liability

- 10.1 Zeilhofer is liable without limitation in the event of intent, gross negligence or injury to life, limb or health.
- 10.2 In the event of simple negligence, Zeilhofer shall only be liable for the breach of essential contractual obligations and only for the foreseeable, typically occurring damage, but not more than EUR 5 million per claim.
- 10.3 Liability for indirect damages, consequential damages, loss of profit or loss of production is excluded.
- 10.4 Claims for damages expire 24 months after the occurrence of the damage.

11. Industrial property rights and copyrights

- 11.1 Zeilhofer is liable for ensuring that deliveries in the country of delivery are free of third-party industrial property rights.
- 11.2 In the event of infringement of intellectual property rights, Zeilhofer will, at its own discretion, procure a right of use, change or take back the goods at its own expense.
- 11.3 Claims are excluded insofar as the infringement of intellectual property rights is based on instructions or specifications of the customer.

12. Export control

- 12.1 The products supplied may be subject to export restrictions. The customer undertakes to comply with all national and international export regulations.
- 12.2 If a permit is refused or withdrawn, Zeilhofer is entitled to withdraw from the contract.

13. Place of Performance, Place of Jurisdiction and Choice of Law

- 13.1 The place of performance for deliveries and payments is Holzkirchen.
- 13.2 The exclusive place of jurisdiction is Munich. However, Zeilhofer is also entitled to sue the customer at its general place of jurisdiction.
- 13.3 The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

14. Final provisions

- 14.1 Changes and additions to these GTC must be made in writing. There are no oral ancillary agreements.
- 14.2 Should individual provisions of these T&Cs be or become invalid, the validity of the remaining provisions shall remain unaffected. The parties undertake to agree on a legally permissible regulation that comes closest to the economic purpose of the invalid provision.
- 14.3 The Purchaser shall not be entitled to transfer any rights or obligations arising from this contract to third parties without the consent of Zeilhofer.