

Delivery, installation and payment terms of MATSUURA Europe GmbH

The basis of a permanent and lasting business relationship is not delivery, assembly and payment conditions, but cooperation and mutual trust. Our following terms and conditions of delivery, installation and payment apply to all current and future business relationships with our customers. We do not recognize any terms and conditions of the customer that are contrary to or deviate from our terms and conditions, unless we have expressly agreed to their validity in writing. Our terms and conditions of delivery and payment shall also apply if we carry out the delivery and service without reservation in knowledge of conflicting or deviating conditions of the customer.

§ 1 Offer, Offer Documents and Documents

- (1) Our offers are subject to change, i.e. they are only an invitation to submit an offer on the part of the customer.
- (2) The commissioning by the customer is considered a binding contractual offer. Unless otherwise stated in the commission, we are entitled to accept this contract offer within 14 days of its receipt by us.
- (3) All documents that have been made available to the customer by us during the offer phase or the execution of the contract may not be passed on to third parties or otherwise made accessible, unless this is necessary for the execution of the contract or by enforcing the rights of the customer. The customer is obliged to hand over the documents to us at our request after both parties have fulfilled the contract or, in the case of electronic documents, to delete them permanently, unless he is obliged to store them due to legal regulations. The obligation to surrender also extends to copies made.

§ 2 Prices

- (1) Our prices are ex warehouse exclusively for packaging, transport and transport insurance. Unless otherwise stipulated in an individual agreement with the customer, assembly services shall be subject to the assembly rates and ancillary costs valid at the time the services are provided.
- (2) The granting of a payment term, as well as the deduction of cash discounts and other discounts, requires a separate agreement. The granting of a cash discount is also subject to the condition that the customer's account does not otherwise show any due claims in our favor. Only the value of the goods excluding freight and services is eligible for discounting.
- (3) We reserve the right to change our prices accordingly if there are cost increases or decreases after the conclusion of the contract, in particular due to tariff agreements, changes in freight, shipping and ancillary shipping costs or material prices. We will provide proof of this to the customer upon request. If the increase is more than 5% of the agreed purchase price, the customer has a right of termination.
- (4) The statutory sales tax is not included in our prices; it shall be shown separately in the invoice at the statutory rate applicable on the day of delivery and service.

§ 3 Resignation

- (1) We are entitled to withdraw from a contract if:
 - the customer provides false information about his creditworthiness, or
 - the supply with reasonable expenses is prevented by

obstacles to performance that cannot be overcome.

- (2) In the event of one of the aforementioned cases, we will inform the customer immediately, declare the withdrawal and immediately refund any consideration already received to the customer.

§ 4 Terms of payment

- (1) In the case of sales contracts, one third of the purchase price is due and payable no later than three days after the conclusion of the contract, unless otherwise agreed, and the remaining part of the purchase price no later than 14 days after invoicing and dispatching the goods. However, in the context of an ongoing business relationship, we are also entitled to carry out a delivery in whole or in part only against advance payment. We declare a corresponding reservation at the latest with the order confirmation.
- (2) Unless otherwise agreed, our remuneration for other services (repair and/or maintenance and inspection of machine tools) is due and payable immediately after receipt of the invoice and, if applicable, acceptance of the service.
- (3) Default shall occur even without a reminder at the latest if the customer does not pay within two calendar weeks, calculated from the date of the due date.
- (4) In the event of a deferral of the purchase price or other remuneration, interest shall be payable in the amount of the statutory default interest.
- (5) In the event of default of payment by the customer, we are entitled to make all outstanding invoice amounts, including deferred invoice amounts, immediately due and to demand bills of exchange, cash payment or security deposit against return. In such a case, any agreed discounts and discounts do not apply.
- (6) If advance payments or security deposits are not made on time, we can withdraw from the contract after a reminder with a reasonable deadline or reject further deliveries and services and assert claims for non-performance.
- (7) The customer is only entitled to assert rights of set-off and retention to the extent that his counterclaims have been legally established, undisputed or acknowledged by us.
- (8) If payment is made by direct debit using SEPA direct debit, the notice period (Prenotification period) will be shortened to 2 days.

§ 5 Delivery / Assumption of Risk

1. For our deliveries, the loading point is the place of performance; in the case of deliveries, the customer bears the risk. Delivery is made to the agreed place; in case of changed instruction the customer bears the additional costs.
2. Upon delivery, but at the latest before installation/processing, our goods must be checked again for defects. Transport damage must be reported to us immediately in writing. The obligations pursuant to Section 377 of the German Commercial Code (HGB) remain unaffected by this.
3. In the event of unjustified non-acceptance of the delivered goods, costs and damage shall be borne by the customer.
4. When goods are delivered, we charge a freight flat rate per delivery. In the case of crane unloading, we charge a fee for each unloading process. We also issue a fee invoice for pallets.
5. In the case of delivery by rail, by road transport vehicles or by other modes of transport, the customer must carry out the necessary formalities vis-à-vis the carrier.

§ 6 Delivery time / reservation of self-delivery

Delivery times quoted by us are subject to correct and timely self-delivery, unless we promise binding delivery times. If we are not supplied by the upstream supplier or are not supplied in accordance with the contract, we have the right to withdraw from the contract within four weeks of becoming aware of the insufficient self-supply. We are obliged to inform the customer immediately of the unavailability of the goods and to refund to the customer immediately any consideration already received.

§ 7 Duties of the service technician

- (1) Our service technicians only carry out the services that were agreed between the customer and us at the time of the conclusion of the contract. In particular, a prior agreement is required if the service technician is called upon to provide training at the customer's company.
- (2) If the customer wishes to carry out further, non-agreed assembly services in the course of carrying out the agreed assembly services, a separate agreement is required in this regard. This can only be done with our assembly operations management. Our service technicians are not entitled to make declarations of intent on our behalf.

§ 8 Assistance and cooperation of the customer

- (1) The customer is obliged to provide technical assistance in the execution of the installation services at his own expense. This includes
 - (a) all masonry, painting, blacksmithing, welding and any mechanical work, as well as the manufacture of electrical and other connections.
 - (b) the provision in sufficient numbers of the auxiliary staff normally required for the installation, maintenance and repair work, as well as all necessary aids, such as ladders, tools, devices, means of

transport, heating, lighting, in perfect condition. Furthermore, operating power and lockable storage facilities for tools, clothing, etc.,

(c) the provision of a suitable recreation room, including washing facilities.

- (2) The customer must also provide our service technicians with the necessary protective suits and protective devices free of charge in rooms at risk of accidents. In case of refusal to provide, our technicians are obliged to refuse to work.
- (3) The customer shall ensure that access to the premises and access to the subject matter of the contract is guaranteed on the agreed installation date. Furthermore, he must ensure that the assistance and assistants referred to in subsection (1) are available at all times on the date of installation.

§ 9 Working hours

- (1) The regular daily working time is 7.7 hours (38.5 hours per week). Our service technicians may be employed for up to 10 hours per working day and up to the legal maximum of 48 hours per week, provided that this is necessary for operational reasons.
- (2) The Client shall not be entitled to cause the working hours to be exceeded in accordance with subsection 1 sentence 2. In the event of an infringement, he must compensate the contractor for the resulting damage.

§ 10 Duration of installation

Unless otherwise agreed by individual agreement, information on the expected duration of the installation service is non-binding.

§ 11 Calculation of Assembly Fees

- (1) Unless otherwise stipulated in an individual agreement with the customer, for example from the agreement of a flat-rate installation fee, our installation services will be charged according to the time actually incurred.
- (2) Travel expenses are billed according to the travel expense rates valid at the time the service is provided. The maximum calculation of the travel time is based on the journey of the service technician from our place of business to the place of the customer and the return journey to our place of business. Furthermore, the costs incurred for travel to and from the hotel will be charged for overnight stays.
- (3) If we are unable to start the installation service after arrival due to circumstances for which the customer is responsible, we are entitled to charge the waiting time at the travel expense rate.
- (4) In the case of assembly services abroad, the daily and overnight flat rates will also be charged for Saturdays, Sundays and public holidays that are within the total assembly time, even if the assembly work is interrupted.
- (5) If we have reached an agreement with the customer on a flat-rate installation fee and the installation period agreed there is exceeded due to a circumstance for which the customer is responsible, the customer is

obliged to bear the resulting costs in accordance with the assembly kits and ancillary costs as well as travel expenses valid at the time the service is provided.

- (6) Costs for spare parts and operating materials used as part of the assembly service are calculated separately and are not part of the assembly kits.

§ 12 Proof of activities performed

- (1) Our service technicians prepare a service report on the installation services performed. This records the work carried out, the work, travel and waiting times expended, as well as the reasons for any delay that may have occurred. This service report must be signed by the customer or a person authorized by him. Any inaccuracies must be noted in writing by the customer. The information in the service report is used as a basis for calculating the installation fee and is authoritative for us and the customer.
- (2) If the customer refuses to sign the certificate or if it is not possible for us to have the customer sign the service report for a reason for which the customer is responsible, our calculation will be based on the information in the form filled out by our employee.
- (3) The customer will receive a copy of the service report together with our invoice.

§ 13 Acceptance

- (1) The acceptance of the contractual service will take place after completion of the work. Partial acceptances do not take place.
- (2) Acceptance is confirmed in the service report by the signature of the customer and us, or by authorized persons in each case.
- (3) If the service is not in accordance with the contract and the customer therefore rightly refuses acceptance, or if acceptance is made subject to the elimination of defects to be named in the protocol, we are obliged to provide the contractual service within a reasonable period of time and to remedy the defects, to inform the expected duration of the remedy of the defects and to notify the remedy of the defects after completion of the rework.
- (4) If the customer fails to accept, this will be fictitious after the expiry of 14 days after we have notified the customer of the completion of the assembly service and thus the readiness for acceptance, unless the customer refuses acceptance with reference to at least one material defect within this period and notifies us of this in writing.

§ 14 Warranty for defects at the time of purchase

- (1) If there is a defect in a purchased item for which we are responsible, we are entitled to subsequent performance at our discretion. For the rest, the statutory provisions remain in place.
- (2) The basis of our liability for defects is primarily the agreement made on the quality of the purchased item. An agreement on the quality of the purchased item shall be deemed to be all product descriptions of the

purchased item which are the subject of the individual contract, or which have been made public by us (in particular in catalogues or on our Internet homepage).

- (3) Damage caused by defects in the delivered purchased item must be reported to us immediately, stating the purchased item in question.
- (4) If the customer discovers a defect, he may not give up his access to the purchased item until an amicable arrangement has been reached with us or a preservation of evidence has been carried out with us or a judicial preservation of evidence procedure has been carried out.
- (5) If the customer's demand for the remedy of defects is unjustified, we can demand reimbursement of the costs incurred by us as a result. However, this only applies if the customer recognized or did not recognize through gross negligence that there was no defect in the purchased item before the request for the remedy of defects.

§ 15 Liability

- (1) If we are obliged to compensate for damages or reimburse costs, we shall only be liable without limit:
 - for loss or damage due to injury to life, limb or health resulting from an intentional or negligent breach of duty by us or an intentional or negligent breach of duty by a legal representative or vicarious agent of ours, and
 - for other losses or damages that are based on an intentional or grossly negligent breach of duty by us or our legal representatives or vicarious agents.
- (2) For losses or damages resulting from a slightly negligent breach of duty by us or our legal representatives, officers or agents for whom we are indirectly responsible, we shall only be liable for compensation for damages or costs in cases of breach of a material contractual obligation, i.e. an obligation the fulfilment of which is essential for the proper performance of the contract in the first place and compliance with which the customer regularly trusts and is allowed to trust. Liability for the slightly negligent breach of a material contractual obligation is limited to the foreseeable losses and damages typical at the time of purchase or order.
- (3) The limitations of liability agreed in §15 para. 2 also apply in favor of our legal representatives and vicarious agents.
- (4) The limitations of liability set out in §15 para. 2 do not apply to losses and damages that:
 - arise from a material or legal defect fraudulently concealed by us, or
 - result from the breach of any express guarantee of quality given by us.
- (5) Our liability for damages under the Product Liability Act remains unaffected by the limitations of liability agreed in this Agreement.
- (6) Liability for consulting services, etc., especially with re-

gard to the processing and processing of building materials, is only assumed if this is done in writing.

§ 16 Limitation period

- (1) In deviation from § 438 (1) no. 3 and § 634a (1) no. 1 BGB, the customer's claims for defective liability expire after one year. The provisions of § 438 I No. 2 and § 634a (1) No. 2 BGB remain unaffected by this. In deviation from this, the statutory limitation period applies if we are responsible for fraud, intent or gross negligence or have assumed a guarantee for the relevant quality of the goods/service or if we are liable for injury to life, body or health or under the Product Liability Act.
- (2) The above limitation period also applies to contractual and non-contractual claims for damages by the customer that are based on a defect in our services, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case.
- (3) However, claims for damages by the customer pursuant to §15 (1) and (4) shall only become time-barred according to the statutory limitation periods.

§ 17 Retention of Title

- (1) We reserve ownership of the purchased item until receipt of all payments (purchase price, transport remuneration, default interest, other damage caused by delay, etc.) from the existing business relationship with the customer. In the event of breach of contract by the customer, in particular in the event of a default of payment, we are entitled to take back the purchased item and enter the customer's business for this purpose. This does not constitute a withdrawal from the contract unless we have expressly stated this in writing. The seizure of the purchased item by us always constitutes a withdrawal from the contract. After taking back the purchased item, we are entitled to recycle it, the proceeds of the sale are to be offset against the customer's liabilities less reasonable disposal costs.
- (2) The customer is obliged to treat the purchased item with care; in particular, he is obliged to insure them at his own expense against fire, water and theft damage sufficiently at replacement value. If maintenance and inspection work is necessary, the customer must carry them out in good time at his own expense.
- (3) In the event of seizures or other interventions by third parties, the customer must notify us immediately in writing so that we can file a lawsuit in accordance with Section 771 of the Code of Civil Procedure. Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of a lawsuit pursuant to Section 771 of the Code of Civil Procedure, the customer shall be liable for the loss incurred by us.
- (4) The customer is entitled to resell the purchased item in the ordinary course of business; however, he already assigns to us all claims in the amount of the final invoice amount (including VAT) that arise from the resale or

processing against his customers or third parties, regardless of whether the purchased item has been resold without or after processing. We hereby accept this assignment. The customer remains authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer duly meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no application has been filed for the opening of insolvency proceedings or the implementation of an out-of-court settlement procedure, no cheque or bill of exchange protest or suspension of payments has been filed. However, if this is the case, we can demand that the customer inform us of the assigned claims and their debtors, provide all the information necessary for collection, hand over the associated documents and inform the debtors (third parties) of the assignment. The right to collect refers to the entire balance claim.

- (5) The processing or transformation of the purchased item by the customer is always carried out for us. If the purchased item is processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the purchased item to the other processed items at the time of processing. Incidentally, the same applies to the object resulting from processing as to the purchased item delivered under reservation.
- (6) If the purchased item is inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in proportion to the value of the purchased item to the other mixed items at the time of the mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is deemed to have been agreed that the customer transfers proportional co-ownership to us. The customer shall store the sole ownership or co-ownership created in this way for us free of charge.
- (7) With the cessation of the right to collect pursuant to Section 17 (4), the customer is also no longer entitled to install, inseparably mix or process the goods subject to retention of title.
- (8) The customer also assigns to us the claims against the third party that arise against a third party as a result of the connection of the purchased item with a piece of land. This also includes the right to be granted a security mortgage with priority over the rest. We accept the assignment.
- (9) If goods subject to retention of title are installed by the customer as an essential component in his own property, the customer already assigns the claims arising from the commercial sale of the property or property rights in the amount of the value of the goods subject to retention of title with all ancillary rights and in precedence over the rest. We accept the assignment.
- (10) We are obligated to release the collateral to which we are entitled at the request of the customer, but at our

discretion, to the extent that the realizable value of our collateral exceeds the receivables to be secured by more than 20%, not only temporarily.

§ 18 Data protection

We process personal data in accordance with the provisions of the General Data Protection Regulation and the Federal Data Protection Act. Further details can be found on our website under <https://www.matsuura.de/datenschutz>.

§ 19 Text Form Requirement, Place of Jurisdiction, Place of Performance and Legal System, Precedence of the German Version

- (1) Legally relevant declarations must be in text form. This also applies to a waiver of this text form requirement.
- (2) If the customer is a merchant, our place of business is the place of jurisdiction and place of performance. However, in these cases, we are also entitled to sue the customer at his place of business.
- (3) The legal relationship between the customer and us shall be governed exclusively by the law of the Federal Republic of Germany, even in the case of deliveries abroad. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- (4) These Terms and Conditions of Delivery, Installation and Payment are available in German and English. However, for the interpretation and in the event of contradictions between the German and English texts, only the German version shall prevail.

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