



General Terms and Conditions of Sale, Delivery and Business of TSE Systeme GmbH

(As of May 2026)

1. Scope

(1) These General Terms and Conditions (GTC) shall apply to all current and future business relationships between TSE Systeme GmbH (hereinafter referred to as the “Contractor”) and businesses within the meaning of § 14 of the German Civil Code (BGB) (hereinafter referred to as the “Business Customer”), in particular to contracts relating to the development, design, manufacture, delivery, installation and commissioning of customer-specific installations and systems.

(2) Any conflicting, deviating or supplementary general terms and conditions of the Customer shall not form part of the contract unless the Contractor has expressly agreed to their validity in writing.

(3) These GTC shall continue to apply even if the Contractor performs services without reservation despite being aware of any conflicting or deviating terms and conditions of the Customer.

2. Quotations and conclusion of contracts

(1) Quotations provided by the Contractor are subject to change and non-binding, unless they are expressly marked as binding.

(2) A contract is only concluded upon written confirmation of the order by the Contractor or upon commencement of the provision of services.

(3) The content of the contract shall be governed by the Contractor’s order confirmation, including the documents referred to therein.

(4) We reserve the right to make technical changes and alterations to the design and construction, provided that these are reasonable for the Customer and do not impair the agreed functionality.

3. Subject matter of the contract and scope of services

(1) The subject matter of the contract is the supply and, where applicable, the manufacture of customer-specific installations and systems, as well as related services.



(2) The scope of services shall be conclusively determined by:

- the order confirmation;
- the technical specification; and
- where applicable, the requirements specification and/or the functional specification.

(3) The Contractor is responsible for ensuring that the system functions in accordance with the contract and the agreed specifications but is not liable for any specific commercial success or production output, unless this has been expressly agreed.

4. Customer cooperation obligations

(1) The Customer is obliged to provide the Contractor with all information, documents and data necessary for the performance of the contract in a timely and complete manner.

(2) In particular, the Customer must ensure that all necessary conditions at the system installation site – in particular with regard to the power supply, utility connections, structural conditions and safety requirements – are in place in good time.

(3) If the Customer fails to fulfil its obligations to cooperate, the Contractor shall be entitled to charge separately for any resulting delays and additional costs. Delivery and performance deadlines will be extended accordingly.

5. Changes to the scope of services (Change Request)

(1) Any changes to or additions to the agreed scope of services must be agreed in writing between the parties.

(2) Upon request, the Contractor shall provide the Customer with a quotation setting out the impact of the requested change on remuneration, deadlines and technical implementation.

(3) Amendments shall only become binding upon written confirmation by the Contractor.

(4) Where changes result in additional costs or delays, these shall be deemed to have been approved by the Customer.

6. Prices and payment terms

(1) Unless otherwise agreed, all prices are quoted FCA (in accordance with the Incoterms® version in force at the relevant time) exclusive of statutory value-added tax (VAT).



(2) Unless otherwise agreed, payment shall be made as follows:

- 50% upon placing the order
- 40% before delivery
- 10% upon acceptance

(3) Unless otherwise agreed, invoices are payable in full within 30 days of the invoice date.

(4) If the Customer defaults on payment, the Contractor shall be entitled to charge interest on arrears at the statutory rate and to withhold further deliveries and services until full payment has been made.

(5) The Customer shall only be entitled to set-off or retention rights insofar as its counterclaims are undisputed or have been established by a final and binding court decision.

7. Delivery time and delays

(1) Delivery and performance deadlines are only binding if they have been expressly agreed in writing as binding.

(2) Delivery periods shall not commence until all technical issues have been resolved, the Customer has fulfilled its obligations to cooperate, and any agreed advance payments have been made.

(3) Delivery times shall be extended by a reasonable period in the event of force majeure or other circumstances beyond the Contractor's control, in particular disruptions to the supply chain.

(4) Where a contractual penalty for late delivery has been agreed, this shall be limited to a maximum of 5% of the value of the relevant order.

8. Delivery and transfer of risk

(1) Delivery shall be made FCA.

(2) The risk of accidental loss or accidental deterioration of the goods passes to the Customer upon the goods being made available for collection.

(3) If goods are dispatched at the Customer's request, this shall be at the Customer's risk and expense.



9. Factory Acceptance Test (FAT)

- (1) Where agreed, a Factory Acceptance Test (FAT) shall be carried out prior to delivery.
- (2) The purpose of the FAT is to verify that the system performs the agreed functions in accordance with the specification.
- (3) The FAT is deemed to have been passed if there are no significant defects.
- (4) If the Customer does not take part in the FAT, it shall be deemed to have been carried out and passed.

10. Installation and commissioning

- (1) Installation and commissioning shall only take place if this has been agreed in the contract.
- (2) The Customer must ensure that all the necessary conditions for the performance of these services are met in good time.
- (3) Any delays caused by inadequate preparation shall be borne by the Customer and shall be charged separately.

11. Site Acceptance Test (SAT)

- (1) Following installation, a Site Acceptance Test (SAT) shall be carried out, if agreed.
- (2) Acceptance shall be deemed to have taken place if:
 - the SAT has been successfully completed; or
 - the Customer is using the system in a production environment; or
 - the Customer fails to confirm acceptance within 14 days of being requested to do so.
- (3) Minor defects do not justify a refusal to accept the goods.

12. Warranty

- (1) The warranty period is agreed on a case-by-case basis but shall be at least 12 months from the date of delivery.
- (2) Any defects must be reported in writing without delay.
- (3) The Contractor is entitled, at its discretion, to remedy the defect or to supply a replacement.



(4) The warranty shall not apply if the defect is due to improper use, lack of maintenance or interference by third parties.

13. Liability

(1) The Contractor shall be liable without limitation for damage resulting from wilful misconduct or gross negligence, as well as for damage resulting from injury to life, limb or health.

(2) In the event of a slightly negligent breach of material contractual obligations, liability shall be limited to the foreseeable damage typical for this type of contract.

(3) The Contractor's total liability is limited to the value of the contract.

(4) Liability for indirect damages, in particular loss of profit or production downtime, is excluded to the extent permitted by law.

14. Retention of title

(1) The goods delivered remain the property of the Contractor until full payment has been made.

(2) The Customer is entitled to resell the goods in the ordinary course of business.

(3) The resulting claims are hereby assigned to the Contractor.

15. Intellectual property rights and software

(1) All rights to technical documentation, designs, software and other intellectual property shall remain with the Contractor.

(2) The Customer is granted a simple, non-transferable right of use.

16. Export controls and compliance

(1) Deliveries are subject to the granting of export licences.

(2) The Customer undertakes to comply with all relevant legal provisions.



17. Force majeure

(1) Events of force majeure shall release the parties from their obligations to perform for the duration of the disruption.

18. Jurisdiction and applicable law

(1) The law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

(2) The place of jurisdiction shall be the Contractor's registered office.

19. Final provisions

(1) Any amendments or additions to this contract shall be effective only if made in writing. This also applies to any amendment or waiver of this requirement for the written form.

(2) Should any provision of these General Terms and Conditions be or become invalid or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid provision, a provision shall be deemed to have been agreed which most closely approximates the economic purpose of the invalid provision.