

**General Terms and Conditions of Sale and Delivery
for HUBTEX Maschinenbau GmbH & Co. KG**

Section 1 General Provisions – Scope of Application

(1) These General Terms and Conditions of Sale and Delivery (hereinafter referred to as the Terms and Conditions) for HUBTEX Maschinenbau GmbH & Co. KG (hereinafter referred to as HUBTEX) shall apply to all our business relations with our customers. The Terms and Conditions shall apply only if the customer is an entrepreneur (section 14 BGB, German Civil Code), a legal entity under public law or a special fund under public law.

(2) The Terms and Conditions shall apply in particular to contracts for the sale and/or delivery of movable items ("goods or delivery items"), regardless of whether HUBTEX manufactures the goods itself or purchases them from suppliers (sections 433 and 650 BGB). Unless otherwise agreed, the version of the Terms and Conditions valid at the time the customer makes an order or the written version provided to it as a framework agreement shall also apply to similar contracts in the future without the need for HUBTEX to refer to them again in each separate instance.

(3) These Terms and Conditions will apply exclusively; any of the customer's terms and conditions that conflict with or differ from these Terms and Conditions will not be recognized, unless HUBTEX expressly accepts in writing that they are valid. These Terms and Conditions will also apply if HUBTEX carries out the delivery to the customer without reservation, in the knowledge that the customer has terms and conditions that conflict with or differ from these Terms and Conditions.

(4) In individual instances, individual agreements with the customer (including collateral agreements, amendments and revisions) will have priority over these Terms and Conditions. With regard to the content of such agreements, authority shall lie with a written contract or written confirmation provided by us, unless there exists proof to the contrary.

(5) With the exception of managing directors and authorized signatories, HUBTEX employees will not be entitled to make any verbal agreements that deviate from the written agreement, including these Terms and Conditions.

(6) Any legal statements and notifications from the customer in relation to the contract (regarding setting a delivery date, providing notification of a defect, withdrawing from the contract or reducing the size of an order, for example) shall be made in writing (by letter, email, fax, etc.). This shall not affect any formal statutory provisions or the requirement to provide further evidence, especially where the identity of the person making the statement or notification is in doubt.

(7) References to the validity of statutory provisions are for clarification purposes only. Unless they have been amended or expressly excluded from these Terms and Conditions, statutory provisions shall therefore apply, even without such clarification.

Section 2 Offers – Offer Documents

(1) All of HUBTEX's offers will be subject to confirmation and non-binding, unless they are expressly designated as binding or contain a specific acceptance period. This shall also apply if HUBTEX has provided the customer with catalogs, technical documentation (such as drawings, plans, computations, calculations, references to DIN standards), other product descriptions or documents - including in electronic form - where HUBTEX has reserved ownership rights and copyright.

(2) Goods orders and other orders made by the customer shall be deemed to constitute a binding offer to enter into a contract. Unless otherwise stated in an order of any kind, HUBTEX shall be entitled to accept the offer to enter into a contract within a period of two weeks following receipt of the offer by HUBTEX.

(3) HUBTEX will accept the offer either by confirming the order in writing or by delivering the goods, i.e. by providing the service to the customer.

(4) Details concerning the goods being delivered or the service being provided (such as weights, dimensions, utility values, capacity, tolerances and technical data) and HUBTEX's representations of them (including drawings and illustrations) will only be approximate unless precise conformity is

required to ensure usability for the purposes specified in the contract. These will not be guaranteed features, but simply delivery or service descriptions or labels. Variations that are standard in the trade, discrepancies that ensue from statutory provisions or constitute technical improvements, and replacement of components by equivalent parts are all permissible, provided they do not affect usability for the purposes specified in the contract.

(5) HUBTEX shall reserve ownership rights and copyright to illustrations, drawings, calculations and other documents. This shall particularly apply to written documents labeled "confidential". The customer will require HUBTEX's express written consent before passing them on to third parties.

Section 3 Prices – Payment Terms

(1) Unless otherwise stated in the order confirmation, prices shall apply "ex works", and will include loading at the plant, but will exclude packaging; this will be billed separately. The appropriate statutory amount of sales tax will be added to the prices. (2) Reductions of prices from discounts will require specific written agreement.

(3) Unless otherwise agreed between the parties, the purchase price (without deductions) will be due for payment within 30 days of the billing date. Statutory regulations regarding the consequences of late payment will apply.

(4) If it becomes apparent after the contract has been agreed that fulfillment of the outstanding monies arising from the contract (including from other individual orders from the ongoing business relationship, which appear to be a single natural entity because of their temporal or material connection, and to which the same framework contract applies) are at risk because of the customer's inability to pay, HUBTEX will be entitled:

(a) to carry out or fulfill any outstanding deliveries or services following receipt of advance payment or a security of the appropriate amount only,

(b) to withdraw from the contract if the customer does not concurrently provide payment or a security for the service, at HUBTEX's discretion, and within a reasonable period of time,

(c) to withdraw from the contract for the manufacture of non-fungible items if the customer does not provide payment or a security against the service, at its discretion, and within a reasonable period of time, without the service having to be provided concurrently in return. (5) The customer will only be entitled to the right to offset costs if its counterclaims have been legally established, have not been contested, or have been recognized by us. The customer will also be entitled to exercise the right of retention if the counterclaim is based on the same contractual relationship.

Section 4 Place of delivery and performance, shipping and packaging, partial deliveries, and transfer of risk

(1) In the absence of arrangements to the contrary, deliveries will be made ex works, which will also be the place of performance. The goods will be shipped to another destination if requested and paid for by the purchaser (sales shipment).

(2) Unless otherwise agreed, HUBTEX will be entitled to decide the details of the shipment (particularly the carrier, the shipping route, and the packaging). Separate agreements will apply to the return of packaging.

(3) HUBTEX will insure the shipment against the risks of theft or breakage, risks arising from transportation, or other insurable risks, at the express request of the customer and at the customer's expense only.

(4) HUBTEX will only be entitled to make partial deliveries if

(a) the customer is able to use the partial delivery as part of the purpose specified in the contract,

(b) delivery of the rest of the goods ordered is guaranteed, and

(c) the customer will not incur any significant additional expenses or costs (unless HUBTEX agrees to bear these costs).

(5) The risk of accidental loss and accidental deterioration of the goods will pass to the buyer no later than when they are transferred to the buyer. For sales shipments, however, the risk of accidental loss and accidental deterioration of the goods, along with the risk of delay, shall pass to the freight forwarder, carrier, or person or establishment otherwise responsible for shipping the goods. The

deciding factor for the transfer of risk shall be agreement by a party to accept a delivery. Statutory provisions in contracts for work and services shall apply accordingly when a party agrees to accept a delivery. The transfer or acceptance of a delivery shall be carried out in the same way if the buyer is in default in accepting the goods.

Section 5 Delivery Period, Delays in Delivery, and Default in Accepting Deliveries

(1) Periods and dates for deliveries and services promised by HUBTEX will always be approximate and not binding, unless a fixed period or date has been expressly promised or agreed (a binding delivery date or binding delivery period). If a shipment has been agreed, delivery periods and delivery dates will refer to the time the shipment will be transferred to the freight forwarder, carrier or other third party hired to carry it.

(2) Six weeks after a non-binding delivery date or a non-binding delivery time has been exceeded, the customer may request in writing that HUBTEX deliver the shipment within a reasonable period. This period will be reduced to 10 days for goods that are available on HUBTEX's premises. HUBTEX will be in default when it receives this request.

(3) The delivery period specified by HUBTEX will only begin once all technical matters have been clarified with the customer.

(4) For HUBTEX to comply with its obligation to deliver a shipment will require that the customer also fulfills its obligations in a timely and correct manner. The right to object to non-fulfillment of the contract will still be reserved. Without prejudice to our rights resulting from default on the part of the customer, HUBTEX may require the customer to extend delivery and performance periods or postpone delivery and service dates for the period during which the customer fails to meet its contractual obligations with respect to HUBTEX, particularly where the customer fails to provide the required documents (construction plans, specifications, etc.), samples, etc.

(5) If the customer is in default in accepting a delivery or fails to provide the required cooperation for delivery of a non-fungible item (unique item) (section 642 BGB), HUBTEX shall be entitled to request compensation for any loss or damage incurred by HUBTEX, including any additional expenses (such as storage costs), or to appropriate compensation. In this event, HUBTEX will bill for a compensation payment in the amount of 0.25% of the billing amount for each full week, up to a maximum of 5%, starting at the end of the delivery period or - if no delivery period has been agreed - when the customer was notified that the delivery was ready for shipment or when the customer failed to cooperate as required, having been requested to take the required action and having failed to do so. All further claims or rights will still be reserved; the compensation payment must be taken into account in further monetary claims. The customer may exercise the right to provide evidence that we have not incurred any loss or damage whatsoever or only significantly less loss or damage than the compensation sum mentioned above.

(6) If HUBTEX is unable to meet binding delivery periods for reasons for which HUBTEX is not responsible (unavailability of the service), HUBTEX will inform the customer immediately and at the same time will notify the customer of the new expected delivery period. If the service is not available within the new delivery period, HUBTEX will be entitled to withdraw from the contract either wholly or in part; HUBTEX will immediately reimburse any payment already made by the customer. The customer's rights in accordance with section 323 BGB shall not be affected. In particular, late deliveries by HUBTEX's suppliers shall be considered an instance where the service is unavailable in the sense mentioned above, if HUBTEX has concluded a matching hedging transaction, if neither HUBTEX nor the supplier is at fault, or if HUBTEX is not required to obtain one in specific instances.

(7) Whether HUBTEX is in default of delivery will be determined in accordance with statutory provisions. The customer will be required to issue a reminder in any event, however.

(8) If HUBTEX is in default with a delivery, the customer may demand a compensation payment for the loss or damage caused by delay. The compensation payment for each completed calendar week the default lasts will amount to 0.5% of the net price (delivery value), but not more than 5% in total of the delivery value of the delayed goods. HUBTEX reserves the right to provide evidence that the customer has not incurred any loss or damage whatsoever or only significantly less loss or damage than the

compensation sum mentioned above. This provision is final with regard to the customer's claims for damages caused by the delay.

(9) The customer's rights in accordance with section 11 of these Terms and Conditions and HUBTEX's legal rights, particularly exemption from the requirement to provide a service (because providing the service or putting it right at a later stage is impossible or unreasonable), will not be affected.

Section 6 Installation and Initial Operation

If HUBTEX has also undertaken to install or begin operation of the delivery item on the customer's premises, the following shall apply if no other different individual contractual agreements exist:

(1) Workplace safety

(a) HUBTEX will comply with the statutory provisions applicable to the customer's place of performance for installation and/or initial operation. HUBTEX will only comply with additional, non-statutory safety and other provisions at the customer's place of performance if the customer has made them known to HUBTEX and HUBTEX has expressly acknowledged them in writing. The customer shall comply with the statutory and official provisions and orders, and regulations and orders provided by professional associations, that are in force at the place of performance and, where required to do so, will take measures to prevent accidents and protect HUBTEX's employees and property.

(b) The customer shall be required to inform HUBTEX in writing of current safety provisions at the place of performance and to carry out a safety briefing for the service personnel before work starts on site. If these safety provisions require service personnel to wear special protective equipment, the equipment must be provided to HUBTEX's service personnel.

(2) The customer's requirement to cooperate

(a) The customer must assist HUBTEX's service personnel (at its own expense) in carrying out installation and/or initial operation.

(b) The customer shall be required to notify HUBTEX of any special statutory, regulatory or other provisions at the place of performance that may have an impact on carrying out the work. The customer must provide the regulatory approvals required to carry out installation and/or initial operation. The customer shall bear the risk of delays to any necessary approvals or if approvals are refused.

(c) In order to allow installation and/or initial operation to be carried out, the customer must (at its own expense):

(aa) grant HUBTEX's employees access to the place of performance;

(bb) provide the necessary infrastructure to enable installation and/or initial operation to be carried out:

(cc) provide any appropriate technical and auxiliary staff that may be required;

(dd) carry out the actions required on site to enable installation and/or initial operation to be carried out, particularly making available any of the connections required;

(ee) provide electricity, heating, lighting, and water, including the connections required;

(ff) provide dry and lockable rooms required to store the tools belonging to HUBTEX's service staff, and provide suitable social spaces for the service staff (a lounge area, bathrooms), and first aid;

(gg) protect the location where the service is being provided and the materials from damage of any kind and clean the place of installation and/or initial operation;

(hh) provide materials and carry out all other actions needed to adjust the delivery items and carry out any initial operation/testing required.

(d) The customer must ensure that installation and/or initial operation can be started immediately after HUBTEX's personnel arrive and can be carried out without delay.

(e) Any staff provided by the customer must follow the instructions given by HUBTEX's service personnel. HUBTEX will accept no liability for any of the staff provided by the customer. The staff will continue to be employed by the customer, will be supervised by the customer and will be the customer's responsibility. If the staff provided by the customer cause a defect or damage as the result of instructions issued by HUBTEX's service, sections 8 and 11 shall apply accordingly.

(f) If the customer does not comply with the requirements stated earlier in this section, HUBTEX will be entitled, but not obliged, to carry out the actions that form part of the actions for which the customer is responsible, on the customer's behalf and at the customer's expense, having previously set a deadline for the actions to be completed, but without success. Furthermore, HUBTEX's legal rights and claims shall not be affected.

Section 7 Safeguarding Retention of Title

(1) HUBTEX shall retain title to the purchased item until it has received all payments owing under the delivery contract. If the customer breaches the contract, particularly if the customer is in default of payment, HUBTEX shall be entitled to repossess the purchased item. If HUBTEX repossesses the purchased item, this means it is withdrawing from the contract. After the goods have been repossessed, we will be entitled to dispose of them; the proceeds of the sale will have to be credited against the customer's liabilities, less reasonable costs for disposal.

(2) The customer shall be required to handle the purchased goods with care; the customer will be particularly required to insure them, at its own expense, against damage caused by fire, water and theft, so as to cover the cost of replacement. If maintenance and inspection work is required, the customer must carry this out in a timely manner and at its own expense.

(3) In the event of seizure of goods or other interventions by third parties, the customer must notify HUBTEX immediately in writing, so that HUBTEX can take legal action in accordance with section 771 ZPO (the German Code of Civil Procedure). If the third party is not in a position to reimburse HUBTEX for both court costs and out-of-court costs arising from legal action in accordance with section 771 ZPO, the customer shall be liable for the loss incurred by HUBTEX.

(4) The customer shall be entitled to sell the purchased item in the ordinary course of business; however, it hereby assigns to HUBTEX all monies owed in the amount of the final billing amount (including sales tax) of the money owed to HUBTEX that accrue to it from selling it to a purchaser or to a third party, irrespective of whether the purchased goods have been sold on with or without further processing. The customer shall still be authorized to collect this debt after it has assigned all monies owed to it to HUBTEX. HUBTEX's authority to collect the debt itself shall not be affected by this. However, HUBTEX shall undertake not to collect the debt provided that the customer meets its payment obligations from the proceeds received, does not default on payment and, in particular, has not filed an application to institute liquidation or insolvency proceedings, and has not suspended payments. If this is not the case, however, HUBTEX may demand that the customer notify HUBTEX of the transferred debts and the parties to whom they are owed, provide all information necessary for collecting the monies owed, hand over the associated documents, and notify the debtors (third parties) that the debt has been transferred.

(5) Processing or remodeling of the purchased item by the customer will always be carried out on behalf of HUBTEX. If the purchased item is processed with other items that do not belong to HUBTEX, HUBTEX will acquire co-ownership of the new item in the proportion of the value of the purchased item (final billing amount, including sales tax) to the other processed items when the processing takes place. The same shall apply to the item that has been processed as applies to the purchased item that is delivered under reserve.

(6) If the purchased item is mixed in with other items from which it cannot be separated and which do not belong to HUBTEX, HUBTEX will acquire co-ownership of the new item in the proportion of the value of the purchased item (final billing amount, including sales tax) to the other mixed items when the mixing takes place. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer will transfer proportionate co-ownership to HUBTEX. The customer shall retain the resulting sole ownership or co-ownership for HUBTEX.

(7) The customer shall also transfer to HUBTEX any monies owed for securing HUBTEX's claims against it which accrue with regard to a third party as a result of the purchased object's connection to real estate.

(8) HUBTEX shall undertake to release the securities due to HUBTEX at the customer's request if the realizable value of HUBTEX's securities exceeds the debts being secured by more than 10%; HUBTEX shall be responsible for selecting the securities that will be released.

Section 8 Claims for Defects

(1) Statutory provisions shall apply for the customer's rights with regard to material and legal defects (including incorrect and incomplete deliveries, incorrect installation or inadequate installation

instructions), unless otherwise stated below. Special statutory provisions shall not be affected in any instance on final delivery of the unprocessed goods to a consumer, even if the consumer processes them further (recourse against the supplier, in accordance with section 478 BGB). Claims for recourse against the supplier shall be excluded if the defective goods have been processed further by the customer or another contractor, by being incorporated into another product, for example.

(2) The basis for HUBTEX's liability for defects shall primarily be the agreement made regarding the quality of the goods. All product descriptions and manufacturer's specifications that are the object of individual contracts or that were made public by us (particularly in catalogs or on our website) at the time the contract was concluded shall be deemed to be an agreement regarding the condition of the goods.

(3) If the condition of the goods has not been agreed, the decision as to whether or not there is a defect must be judged according to the legislation (sections [434 \(1\)](#) (2 and 3) BGB). However, HUBTEX shall assume no liability for public statements made by the manufacturer or other third parties (advertising messages, for example) that the customer has not indicated to HUBTEX were significant reasons for the purchase.

(4) There shall be no guarantee against loss or damage on the following grounds: Improper or incorrect use, heavy impact, incorrect assembly by the customer or third parties, normal wear and tear, incorrect or negligent handling, particularly failure to comply with the operating instructions with regard to handling, maintenance and care (required service intervals, lubrication and maintenance, etc.), use of inappropriate equipment, excessive use, incorrect modifications or repairs made by the customer or third parties without HUBTEX's prior approval.

(5) Any claims made by the customer under the warranty shall be based on the requirement that the customer has complied with its statutory duty to inspect the goods and give notice of defects (sections [377](#) and [381](#) HGB). Goods that are intended for installation or other further processing must always be inspected immediately before they are processed. If a defect is apparent during delivery, during inspection of the goods, or at any later stage, HUBTEX must be notified immediately in writing. In any event, obvious defects must be reported in writing within ten working days from the date of delivery and any defects that cannot be identified during inspection must be reported in writing within ten days of being discovered. If the customer fails to properly inspect and/or report a defect, HUBTEX's liability for the defect that is either not reported at all or is not reported in a timely or appropriate manner will be excluded under statutory provisions.

(6) If the delivered item has a material defect, HUBTEX may decide initially whether to provide supplementary performance by eliminating the defect (rectification) or by delivering a defect-free item (replacement). HUBTEX's right under statutory conditions to refuse to provide supplementary performance shall not be affected.

(7) HUBTEX will guarantee that the delivery item is free from industrial property rights or copyright belonging to third parties, in accordance with this section 7. Both parties will immediately notify the other party in writing if claims are asserted against the other party for breach of such rights.

(a) In the event that the delivery item infringes a trademark or copyright belonging to a third party and this infringement does not derive from an instruction from the customer or was not caused by the customer arbitrarily changing the delivery item or using it in a manner that does not comply with the contract, HUBTEX will modify or replace the delivery item in such a way that no third-party rights are infringed, at its own discretion and at its own expense, but in such a way that the delivery item still fulfills the functions agreed in the contract, or will conclude a license agreement to provide the customer with the right to use the item. If HUBTEX fails to comply within a reasonable period of time, the customer will be entitled to withdraw from the contract or to have the purchase price reduced by a reasonable amount. Any claims for loss or damage on the part of the customer will be subject to the restrictions in section 11 of these Terms and Conditions.

(b) For infringements relating to products supplied by HUBTEX and provided by other manufacturers, HUBTEX will choose either to assert the claims made against HUBTEX against the manufacturers and upstream suppliers or to transfer them to the customer, who will anticipate that the claims may be transferred to it. Claims may be asserted against HUBTEX in such cases, in accordance with this section

7 (b), if legal enforcement of the above-mentioned claims against the manufacturers and upstream suppliers was unsuccessful or has no chance of success, because of insolvency or lack of assets, for example.

(8) HUBTEX shall be entitled to make the supplementary performance owed dependent on the customer paying the purchase price due. The customer shall, however, be entitled to retain a reasonable portion of the purchase price in relation to the defect.

(9) The purchaser must give HUBTEX the time and opportunity required to provide the supplementary performance owed and, in particular, must provide the rejected goods for inspection purposes. If the defective goods are replaced, the customer must return the defective item to HUBTEX in accordance with statutory provisions. Supplementary performance will not include removal or reinstallation of the defective item if HUBTEX was not originally required to install it.

(10) If there proves to be a defect, HUBTEX will bear or reimburse the expenditure required for checking and providing supplementary performance, particularly costs for transport, travel, labor and materials, along with any necessary dismantling and installation costs, in accordance with statutory provisions. If there are no defects, HUBTEX may request that the customer reimburse it for the costs that arise from the requesting rectification of a defect without good grounds (particularly inspection and transport costs), unless the customer was not able to detect that there was not a defect.

(11) In urgent cases, such as when operational safety is at risk or to avoid disproportionate damage, the customer has the right to rectify the defect itself and to request compensation from HUBTEX for the expenses required to do so. HUBTEX must be informed immediately when the customer rectifies the defect itself, and before it takes place, if possible. The customer will not have the right to rectify the defect itself if HUBTEX is entitled to refuse to carry out the equivalent supplementary performance in accordance with statutory provisions.

(12) If supplementary performance fails or a reasonable deadline set by the customer for completion of the supplementary performance expires without success, or is not required in accordance with statutory provisions, the customer may withdraw from the contract of sale (the contract) or reduce the purchase price (payment). There will be no right to withdraw for minor defects, however.

(13) The customer may make claims for compensation or reimbursement of needless expenses with respect to defects in accordance with section 11 only; they will otherwise be excluded.

(14) None of the clauses above is intended to alter the statutory or judicial distribution of the burden of proof.

Section 9 Use of Software

(1) If software is included in the scope of delivery, the customer will be granted the non-exclusive right to use the software supplied, including the documentation that accompanies it. The software will be provided for use with the delivery item it is intended to be used with. Use of the software on more than one system is prohibited.

(2) The customer may reproduce, revise, translate or convert the object code into the source code only to the extent permitted by law (sections 69 (a) et seq. UrhG, the German Act on Copyright and Related Rights). The customer shall undertake not to remove information from the manufacturer - particularly copyright notices - or to change it without HUBTEX's prior express consent.

(3) All other rights to the software and documentation, including copies, will remain with HUBTEX or the software supplier. The granting of sublicenses is prohibited.

Section 10 Specific Provisions for Spare Parts

These Terms and Conditions shall apply with regard to the sale and delivery of spare parts, with the following stipulations:

(1) Prices:

(a) The costs for spare and replacement parts from HUBTEX will be based on HUBTEX's gross price lists that are valid when the parts are delivered.

(b) The gross prices are ex works, plus packaging and freight charges. The minimum value of an order is €25.00.

(2) Returning spare parts, and credit:

(a) Spare parts may only be returned against credit after consultation with HUBTEX. To consult HUBTEX, please complete the return form/spare parts (available at www.hubtex.com) and send it to the fax number indicated. This does not mean that HUBTEX will be required to take back the parts, except if a warranty is involved (see section 7), including if HUBTEX has made an incorrect delivery.

(b) HUBTEX will only consider taking back parts if they appear new to the naked eye and have not already been installed or used, or are subject to a certain amount of aging, such as seals, for example. By default, returns with a value of less than €25.00 or which have been in storage on the customer's premises for more than six weeks will not be accepted for return and credit. The same shall apply to custom-made parts.

(c) If HUBTEX has explicitly agreed that the parts may be returned, they should be placed in their original packaging and sent to HUBTEX free of charge. For voluntary returns of spare parts, HUBTEX will charge a processing fee of 10% of the value of the goods as indicated on the invoice, and a minimum of €25.00. A cost of €15.00 per part will be charged for any cleaning work required.

(3) Credit for used parts replaced:

The customer will receive a credit note in the amount of 10% of the price of the spare/replacement part, under the following conditions:

(a) The used part that has been or is to be replaced will be sent or delivered to HUBTEX within 14 days following delivery or receipt of the replacement part.

(b) The used parts must be in a condition where they can be reprocessed and reused, and must correspond to the replacement part supplied in terms of number, design and finishing. The used parts must be free of defects that have not been caused by wear and tear from correct use in the way they were intended to be used. If the requirements above are not met, HUBTEX may demand that the used part be collected or disposed of at the customer's expense.

(4) Warranty:

(a) If HUBTEX decides to deliver a replacement part, the part under warranty must be returned to HUBTEX immediately and, if necessary, submitted to the upstream supplier for inspection. If HUBTEX acknowledges a claim under warranty, the customer will be reimbursed for the costs of returning the item, and the item will be replaced free of charge.

(b) The return form/spare parts/defects must be used to return the part under warranty. The form can be found at www.hubtex.com, must be completed in full and, most importantly, must contain a precise description of the fault. In all other instances, HUBTEX will charge a fee of €50.00 to inspect defects if the replacement part is not actually defective, unless the customer can provide evidence that HUBTEX incurred no loss or damage or substantially less loss or damage than €50.00.

(c) Sections 8, 11, and 12, and statutory provisions, shall also apply.

(5) Unless otherwise stated in the provisions above, the provisions in these Terms and Conditions shall not be affected.

Section 11 Other liability

(1) Unless otherwise stated in these Terms and Conditions, including the following provisions, in the event of a breach of contractual and non-contractual obligations, HUBTEX shall be liable in accordance with statutory provisions.

(2) HUBTEX shall be liable to pay financial compensation for intent and gross negligence in the context of liability for faults, irrespective of the legal grounds. HUBTEX shall be liable with respect to ordinary negligence subject to statutory limitations of liability (such as due diligence in its own affairs, minor breach of duty) solely

a) for loss and damage resulting from injury to life, limb or health,

b) for loss or damage resulting from the breach of a material contractual obligation (the fulfillment of which obligation is a prerequisite for enabling the contract to be properly implemented and compliance with which obligation the contractual partner can routinely trust in and rely on); in this instance, however, HUBTEX's liability will be limited to compensation for foreseeable damage that may typically occur.

(3) The limitations on liability arising from paragraph 2 above shall also apply to breaches of duty by or in favor of persons for whose culpability HUBTEX is responsible under statutory provisions. The

limitations on liability shall not apply if HUBTEX fraudulently concealed a defect or took over a guarantee for the quality of the goods and for claims by the customer under the Product Liability Act. (4) The customer may only withdraw from or terminate the contract if HUBTEX is responsible for a breach of duty that is not related to a defect. The unrestricted right of termination on the part of the customer (particularly in accordance with sections [650](#) and [648](#) BGB) is excluded. Furthermore, legal requirements and legal consequences shall apply.

Section 12 Limitation Period

(1) Unlike section [438 \(1\) \(3\)](#) BGB, the general period of limitation for claims arising from material and legal defects will be one year following delivery. If an acceptance procedure has been agreed, the limitation period will begin when acceptance is completed. For used, reconditioned spare parts, the general period of limitation for claims arising from material and legal defects will be six months following delivery.

(2) Any other special statutory regulations on the subject of limitation periods shall not be affected (particularly sections 438 (1) (1) (3), and sections 444, 445b, and 478 BGB).

(3) The limitation periods above for purchase rights shall also apply to contractual and non-contractual claims for loss or damage on the part of the buyer, if the claims are based on a defect in the goods, unless applying the standard statutory limitation period (sections [195](#) and [199](#) BGB) would lead to a shorter limitation period in individual cases. Claims for loss or damage on the part of the customer in accordance with section [11 \(2\)](#) (1) and (2) (a), and the Product Liability Act will only expire after the statutory limitation periods.

Section 13 Place of Jurisdiction and Applicable Law

(1) The place of jurisdiction for any disputes arising from the business relationship between HUBTEX and the customer shall be HUBTEX's registered office. Mandatory legal provisions concerning exclusive places of jurisdiction shall not be affected by this provision. HUBTEX shall retain the right to sue the customer at its registered office.

(2) The law of the Federal Republic of Germany shall apply; the terms of the UN Sales Convention shall not apply.

Data protection notice: The customer is aware that the personal data required for processing orders will be stored on data storage devices in compliance with the General Data Protection Regulation and the German Federal Data Protection Act (GDPR & BDSG) and the German Telemedia Act and will be treated confidentially, and consents to the data being stored in this way. As part of processing an order, HUBTEX reserves the right to transfer data to its affiliated companies and/or companies it has contracted for processing work, as well as to SCHUFA or other business information services for credit checks and credit monitoring. The customer has the right to withdraw its consent at any time with immediate effect. In this event, HUBTEX will undertake to delete the personal data as soon as all transactions relating to the order have been completed.