

## **General Terms and Conditions (GTC) of Sea & Sun Technology GmbH**

Status: Update 2022

### **Scope**

The following conditions apply to all services, assemblies, repairs, maintenance, consulting and other services as well as ancillary services of Sea & Sun Technology GmbH, hereinafter referred to as SST. Other General Terms and Conditions are only valid if they have been expressly agreed in writing.

### **Prices**

The prices are inclusive of packaging and VAT in the respective statutory amount. If there are changes in the price basis up to the delivery date, we reserve the right to adjust the prices accordingly. This applies to delivery times of more than 3 months and an adjustment rate of up to 5%.

### **Payment conditions**

If no written payment terms have been agreed, SST's invoices must be paid without deduction within 14 days of delivery. If the performance is divided into several performance phases (e.g. plant delivery, assembly, commissioning) deductions may be required after completion of the partial performance.

### **Retention of title**

The delivered goods shall remain the property of SST until all outstanding claims have been settled. Should our goods delivered under reservation be processed or combined with other items, SST shall retain ownership of the new item in the fraction of the value of the delivered item in relation to the new item. Resellers of our services assign all claims to their customers in advance until all claims to SST have been met in full. We hereby accept the assignment.

### **Delivery**

Claims for damages by the purchaser due to delay in delivery are also excluded after expiry of a period set for the supplier. This does not apply to the extent that liability is mandatory in cases of intent, gross negligence or due to injury to life, body, or health. The customer may only withdraw from the contract due to a delay within the scope of the statutory provisions insofar as this is the responsibility of the supplier. The buyer is obliged, at the request of SST, to declare within a reasonable time whether he withdraws from the contract due to the delay in delivery or whether he insists on delivery. If the buyer withdraws from the purchase contract, SST is entitled to demand 5% of the order amount as

compensation for expenses. If, at the request of the buyer, dispatch or delivery is delayed for more than two weeks after notification of readiness for dispatch, the buyer may be charged a storage fee of 0.5% of the price of the items in the deliveries for each month commenced, but no more than 2% in total.

### **Guarantee**

Only the product description in the offer shall be deemed to be agreed upon as the quality of the goods. We do not assume any warranty or liability for the dealer details of the products sold. SST is entitled to repair or re-deliver defective deliveries or parts thereof. If the subsequent performance fails, the purchaser may withdraw from the contract or reduce the remuneration without prejudice to any claims for damages. Claims for material defects are time-barred in 12 months, unless the law prescribes longer periods. The delivery must be checked immediately by the customer for completeness and freedom from defects. Defects must be reported to SST immediately in writing within 5 working days. Subsequent notices of defects will not be accepted. Claims for defects do not exist in the event of only insignificant deviation from the agreed quality or insignificant impairment of usability. If improper changes or repairs are made by the purchaser or by third parties, there are also no claims for defects for these and the resulting damages. If claims for defects are asserted, payments may only be withheld by the buyer if the defect has been confirmed by SST or has been legally established.

Claims of the customer that go beyond those regulated here are generally excluded in this context.

### **Liability**

Our liability for damages, regardless of the legal grounds, is limited to intent and gross negligence, to the extent permitted by law. Liability is limited to the order value as far as legally permissible. Indirect damages and consequential damages that have arisen as a result of defects in the goods are only eligible for compensation insofar as these are typically to be expected when the goods are used for their intended purpose. In the event of liability for simple negligence, our liability for damage to property and persons is limited to an amount of EUR 1.0 million.

### **General**

Place of jurisdiction is the district court Kiel

In the relationship between the parties exclusively German substantive law shall apply to the exclusion of the United Nations Convention on Contracts for the Domestic Sale of Goods (CICG) or other international agreements.

Changes and/or additions to these Terms and Conditions require written form to be effective.

Should individual or several provisions of the General Terms and Conditions be or become ineffective, void or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid, void or impracticable regulation shall be replaced by one which comes closest to the economic meaning and purpose of the defective regulation, and which can withstand legal review.

Sea & Sun Technology GmbH, 15.12.2012, Update 2022