

General Terms and Conditions of Delivery of FUJI EUROPE CORPORATION GmbH
(Status March 2023)

I. Scope

1. These General Terms and Conditions of Delivery shall apply to all transactions of FUJI EUROPE CORPORATION GmbH (hereinafter referred to as "FUJI") with entrepreneurs, legal entities under public law or special funds under public law (hereinafter referred to as "Purchaser") in which FUJI undertakes to deliver goods or to provide other services (hereinafter referred to as "Deliveries").
2. The scope of the Deliveries shall be determined by the written declarations of both parties. Any general terms and conditions of the Buyer conflicting with or deviating from the General Terms and Conditions of Delivery of FUJI shall not be recognized unless FUJI has expressly agreed to them in writing. These General Terms and Conditions of Delivery shall also apply if FUJI carries out the delivery to the Buyer without reservation in the knowledge that the Buyer's terms and conditions conflict with or deviate from these General Terms and Conditions of Delivery.

II. Conclusion of Contract

1. The offers of FUJI are subject to confirmation. The order for delivery by the Buyer shall be deemed to be a binding offer of contract. A contract shall only be concluded upon written order confirmation by FUJI and shall be governed exclusively by the contents of the order confirmation and these General Terms and Conditions of Delivery.
2. Legally relevant declarations and notifications with regard to the contract shall be made in writing or in text form, e.g. by letter, e-mail or fax. Legal formal requirements and the requirement of further evidence shall remain unaffected. In particular, oral agreements or agreements made by telephone are only binding if they have been confirmed by FUJI in writing or in text form.
3. FUJI reserves its unlimited property rights and copyrights to cost estimates, offers, drawings and other documents (hereinafter: „Documents“). The Documents may only be made accessible to third parties with FUJI's prior consent and, if the order is not placed with FUJI, shall be returned to FUJI immediately upon request.

III. Prices, Terms of Payment and Default in Payment

1. Prices are ex works excluding packaging plus the applicable statutory value added tax and other statutory charges. Any customs duties, fees, taxes and public dues shall be borne by the Buyer.
2. If FUJI has taken over the installation or assembly and if nothing else has been agreed upon, the Buyer shall bear all necessary additional costs such as travel expenses, costs

for the transport of the tools, personal luggage and allowances in addition to the remuneration.

3. Payments shall be made within 30 days of the invoice date.
4. If the Buyer is in default, FUJI is entitled to claim default interest and possible further damages according to the legal regulations. With respect to merchants, the claim to the commercial due date interest acc. to § 353 commercial code (HGB) shall remain unaffected.
5. If, after the conclusion of the contract, FUJI becomes aware of circumstances which justify the assumption that the financial circumstances of the Buyer have deteriorated in such a way that the consideration is at risk, e.g. due to the fact that the Buyer does not pay due invoices, outstanding deliveries by FUJI
 - a) shall only be carried out against advance payment if they concern items which, due to their dimensions, shapes, quantities, etc., are only suitable for a specific customer;
 - b) in all other cases will be executed step by step against payment.

If requested advance payments are not made or if no payment is made upon delivery, FUJI shall be released from its obligation to perform and may withdraw from the contract and claim damages instead of performance after the fruitless expiry of a reasonable grace period.

6. The Buyer can only set off with such claims which are undisputed or which have been established by declaratory judgement. This shall not apply if the claims are reciprocal.

IV. Delivery Periods, Delay, Impossibility

1. Delivery dates and delivery periods shall only be binding if they have been confirmed by FUJI in writing. The observance of bindingly agreed deadlines for deliveries is subject to the timely receipt of all documents to be supplied by the Buyer, the performance of necessary duties to cooperate, required approvals and releases, in particular of plans, as well as the observance of the agreed terms of payment and other obligations by the Buyer. If these prerequisites are not fulfilled in time, the deadlines shall be extended appropriately; this shall not apply if FUJI is responsible for the delay.
2. The delivery period shall be deemed to have been complied with if the delivery item has left the FUJI delivery plant before the expiry of the delivery period or if FUJI has notified that the delivery item is ready for delivery.
3. Partial deliveries are permissible as far as they are reasonable for the Buyer.
4. If FUJI is in default, the Buyer may claim compensation for each full week of default of 0.5% of the price for that part of the Deliveries which could not be put to the intended use because of the delay, but in no case more than a total of 5% of the price. Claims for compensation by the Buyer exceeding the aforementioned limits shall be excluded in all cases of delayed delivery, even after expiry of any period of grace granted to FUJI, subject

to Clause XI of these Conditions. The right of the Buyer to withdraw from the contract shall remain unaffected.

5. If the shipment is delayed at the request of the Purchaser by more than one month after notification of readiness for shipment, FUJI shall be entitled to charge storage costs in the amount of 0.5% of the price of the items of the Deliveries for each month or part thereof, but not more than a total of 5%. The contracting parties shall retain the right to prove higher or lower storage costs.

V. Force Majeure

FUJI shall not be liable for the impossibility or delays of Deliveries and services insofar as these circumstances are due to force majeure or other events unforeseeable at the time of the conclusion of the contract for which FUJI is not responsible (e.g. operational disruptions of any kind, fire, natural disasters, epidemics, pandemics, weather, floods, war, insurrection, terrorism, transportation delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, delays in obtaining any necessary official permits, official / sovereign measures or prohibitions). In the case of such events, the delivery periods shall be automatically extended by the duration of the event plus a reasonable starting period. We will inform the Buyer of such events without delay. If the end of the disruption is not foreseeable or if it lasts longer than three months, either party shall be entitled to withdraw from the contract.

VI. Transfer of Risk

1. The risk of price and performance shall be transferred to the Buyer upon delivery in accordance with the agreed INCOTERMS clause.
2. If dispatch, delivery, the start or performance of installation or assembly, commissioning or trial operation is delayed for reasons for which the Buyer is responsible, or if the Buyer is in default of acceptance for any other reason, the risk shall be transferred to the Buyer.

VII. Installation, Assembly, Commissioning

Unless agreed other in writing, the following provisions shall apply to installation and assembly:

1. If installation, assembly or commissioning are delayed due to circumstances for which FUJI is not responsible, the Buyer shall bear the costs for waiting time and any additional travel incurred by FUJI or the assembly personnel to a reasonable extent.
2. The Buyer shall immediately certify to FUJI the duration of the working time of the installation personnel as well as the completion of the installation, assembly or commissioning.
3. If FUJI demands acceptance of the delivery after completion of the commissioning, the Buyer shall carry this out within two weeks. If the Buyer fails to do so, the acceptance shall be deemed to have taken place. Acceptance shall also be deemed to have taken place if the Delivery has been put into use - if applicable, after completion of an agreed test phase.

4. FUJI shall be entitled to have the installation, assembly and commissioning carried out by subcontractors.

VIII. Retention of Title

1. The items of the Deliveries (hereinafter: „Reserved Goods“) shall remain the property of FUJI until all its claims against the Buyer arising from the business relationship have been fulfilled. If the value of all security rights to which FUJI is entitled exceeds the amount of all secured claims by more than 10%, FUJI shall release a corresponding part of the security rights at the request of the Buyer.
2. During the existence of the retention of title, the Buyer shall be prohibited from pledging or transferring the goods by way of security and resale is only permitted to resellers in the ordinary course of business and only on condition that the reseller receives payment from its customer or makes the reservation that title shall not pass to the customer until the customer has fulfilled its payment obligations.
3. The Buyer is permitted to process, transform or combine the Reserved Goods with other items. The processing, reforming or combination shall be carried out on behalf of FUJI. The Buyer shall keep the new object with the diligence of a prudent businessman. FUJI is entitled to a co-ownership in proportion to the value share in the new object. The processed, transformed or combined object is considered as Reserved Good.
4. If the Buyer resells the Reserved Goods, the Buyer already now assigns to FUJI his future claims from the resale against his customers with all ancillary rights - including possible balance claims - by way of security, without the need for special declarations later. If the Reserved Goods are resold together with other items without an individual price having been agreed for the Reserved Goods, the Buyer shall assign to FUJI that part of the total price claim which corresponds to the price of the Reserved Goods invoiced by FUJI with priority over the remaining claim. The part of the claim assigned to FUJI shall be satisfied with priority. With regard to the collection authorization as well as the conditions of its revocation, Section VII No. 6 shall apply accordingly.
5. If a justified interest is substantiated, the Buyer shall provide FUJI with the information required to assert its rights against the customer and hand over the necessary documents.
6. Until revoked, the Buyer shall be authorized to collect the assigned claims from the resale. In case of an important reason, especially in case of default of payment, cessation of payment, opening of insolvency proceedings, protest of a bill of exchange or if there are comparable justified indications suggesting an insolvency of the Buyer, FUJI shall be entitled to revoke the collection authority of the Buyer. Furthermore, FUJI may, after prior warning of the disclosure of the assignment by way of security or the realization of the assigned claims, disclose the assignment by way of security, realize the assigned claims and demand the disclosure of the assignment by way of security by the Buyer vis-à-vis the customer within a reasonable period of time.

7. Following prior warning FUJI is entitled to realize the Reserved Goods taken back and settle the outstanding claims by setting off the proceeds received from them.
8. The Buyer shall notify FUJI immediately in case of seizure, confiscation or other dispositions or interventions of third parties.
9. If the Buyer fails to comply with its obligations, in particular in case of default of payment, FUJI shall after an unsuccessful expiry of a time limit set to the Buyer be entitled to withdraw from the contract and to take back the goods; the statutory provisions on the dispensability of the time limit shall remain unaffected. The Buyer shall be obligated to relinquish possession.
10. If, in case of deliveries to other legal systems, mandatory legal provisions of the respective country do not provide for a reservation in the sense of this Section No. 1 to 9, but other and comparable rights to secure the claims from invoices of the supplier are known, FUJI shall be entitled to assert them. The Buyer shall be obliged to do everything to provide FUJI with corresponding security rights without delay. The Buyer shall cooperate at its own expense in all measures, such as registration, publication, etc., which are necessary and useful to the validity and enforceability of such security rights.

IX. Obligations to Cooperate and Other Obligations of the Buyer

1. The Buyer shall be obliged to support FUJI in the performance of its services. In particular, the Buyer shall create all prerequisites within its own company sphere which are necessary for FUJI to be able to perform its services.
2. The Buyer shall be obliged to provide FUJI with all documents (e.g. installation plans, interface description, etc.) required for the services to be performed by FUJI in due time and in full.
3. The Buyer shall be obliged to point out to FUJI any special features that may exist, in particular with regard to the interfaces to other systems of the Buyer.
4. The Buyer shall be obliged to take care of the proper handling as well as the regular maintenance of the products according to the operating instructions of FUJI valid at the time of the conclusion of the contract.
5. The Buyer shall be responsible for the compliance with national laws, regulations and safety regulations, in particular with regard to approval, installation, operation, maintenance and repair of the delivery items and shall comply with them.

X. Warranty

1. The Deliveries shall be free from material defects if they comply with the subjective requirements within the meaning of Section 434 (2) of the German Civil Code (BGB) at the time of transfer of risk. The Deliveries shall meet the subjective requirements if they have the agreed quality. The agreed quality is determined exclusively by our product specification or the agreed performance description. Other or more extensive subjective or

objective requirements within the meaning of Section 434 (3) BGB, properties and characteristics than the expressly agreed quality of the Deliveries shall not be owed. Any warranty for a specific purpose, functionality, compatibility, interoperability, duration of use or durability after the transfer of risk that goes beyond the warranty for this agreement on quality shall only be assumed to the extent that this has been expressly agreed in writing; otherwise, the risk of suitability and use shall be borne exclusively by the Buyer. With this provision, FUJI shall be liable for a material defect as follows:

2. If the delivery has a material defect at the time of transfer of the risk, FUJI shall be entitled and obliged to subsequent fulfilment. The subsequent fulfilment shall be effected at FUJI's option by repair or replacement delivery. The subsequent fulfilment can be carried out at the place of business of FUJI or at the place of installation of the goods at the discretion of FUJI. FUJI shall not be liable for any expenses incurred due to the goods being transported to a place other than the Buyer's place of business, unless the Buyer has informed FUJI in writing in the order prior to conclusion of the contract that the goods will be transported to a place other than the Buyer's place of business and FUJI has expressly agreed to this.
3. The Buyer shall make the item available to FUJI for the purpose of subsequent fulfilment. FUJI shall be granted reasonable time and opportunity for subsequent fulfilment. If this is refused, FUJI shall be released from the warranty to this extent.
4. In the event of a replacement delivery, the Buyer shall return the defective item to FUJI properly packaged. The subsequent fulfilment does not include the disassembly of the defective item nor the re-installation, if FUJI was not originally obliged to install it.
5. If parts are installed within the scope of subsequent performance, the Buyer may only assert claims for material defects with regard to these parts until the expiry of the original limitation period.
6. If the subsequent fulfilment fails, does not take place within a reasonable period of time set by the Buyer or is refused, the Buyer may, at its option, demand a reduction of the purchase price or declare its withdrawal from the contract. A repair shall be deemed to have failed after the second unsuccessful attempt, unless the nature of the item or defect or other circumstances indicate otherwise. Claims for damages and reimbursement of expenses due to a defect shall remain unaffected by this, unless they are limited or excluded in accordance with Section XI of these Terms and Conditions.
7. A warranty for defects in the delivered goods which have their cause in faulty or negligent handling, improper storage, unsuitable or improper use as well as in normal wear and tear is excluded. If operating and maintenance instructions are not followed, if modifications are made to the Deliveries and services or if parts are replaced, any warranty shall lapse unless the Buyer proves that the defect is not caused by this.
8. In the event of a minor breach of contract, in particular in the event of minor defects, the Buyer shall not be entitled to withdraw from the contract.

9. Rights of the Buyer due to defects of the goods require that the Buyer inspects the goods immediately, at the latest within one week after receipt and informs FUJI immediately about the existence of the defects in writing; hidden defects must be notified to FUJI in writing immediately after their discovery.
10. FUJI can refuse the removal of defects as long as the Buyer does not fulfil his obligations in an appropriate amount.

XI. Limitation of Liability

1. In the event of a breach of duty, defective delivery or tort, FUJI shall only be liable for damages and reimbursement of expenses - subject to further contractual or statutory liability requirements - in the event of intent, gross negligence and in the event of a slightly negligent breach of an essential contractual obligation (contractual obligation, the breach of which jeopardizes the achievement of the purpose of the contract). However, in the event of a slightly negligent breach of an essential contractual obligation, FUJI's liability shall be limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract.
2. The liability exclusions and liability limitations contained in Section XI. No. 1 of these Terms and Conditions shall not apply in the case of assumption of a guarantee for the properties of the good in the sense of the § 444 BGB, in the case of the fraudulent concealment of a defect, in the case of damage from the injury of the life, the body or the health as well as in the case of a violation of regulations of the data protection right as well as a mandatory liability according to the product liability law.
3. Our liability shall be limited to a maximum amount of € 250,000.00 per individual case of damage, with the exception of the cases specified in Section XI No. 2 and legally mandatory deviating amounts of liability. Any further liability is excluded.
4. In the event of a breach of a pre-contractual obligation or an impediment to performance already existing at the time of conclusion of the contract (§ 311 (2), 311 a BGB), FUJI's liability for damages shall be limited to the negative interest.
5. Insofar as the liability of FUJI is excluded or limited, this shall also apply to the personal liability of the employees, representatives and vicarious agents of FUJI.
6. A change of the burden of proof is not connected with the regulations in Section X. and XI.
7. FUJI shall only be liable for technical advice on possible applications of our products as well as all other related information by FUJI or persons acting on behalf of FUJI in case of express written assurance, provided that the Buyer has given the information required for proper advice completely and correctly.

XII. Statute of Limitations

1. Claims of the Buyer based on a breach of duty shall become statute-barred uniformly one year after delivery of the goods. This shall apply irrespective of whether the breach of duty

consists in a material defect or in the breach of another contractual duty. For personal injury, damages covered by the Product Liability Act and the Data Protection Act and damages based on intent or gross negligence, the statutory limitation period shall apply.

2. For claims under supplier's recourse in the case of final delivery to an entrepreneur, legal entity under public law or special fund under public law, Section XII, Sentence 1 of these Terms and Conditions shall apply accordingly to the Buyer's claims for reimbursement of expenses specified in Sections 445 b (1), 445a (1) BGB. The suspension of expiration of § 445b (2) BGB ends 3 years after the date on which FUJI has delivered the item to the Buyer.

XIII. Industrial Property Rights

1. The sale of FUJI's products does not grant the Purchaser any right or license to patents owned or administered by FUJI or to which FUJI hold licenses. However, this does not mean that the Buyer is not entitled to use and sell the products supplied under this contract which are covered by a patent.
2. FUJI's products are controlled by software which is protected by security mechanisms upon delivery. Upon completion of the contract, the security mechanisms will be removed by FUJI employees, which will make the software executable and allow the product to begin operation.
3. With the removal of the security mechanisms, the Buyer is granted a non-exclusive, non-transferable and temporally unlimited right of use for the software in connection with the machine delivered by FUJI within the scope of the contractual purpose, subject to the condition precedent of full payment for the products. Any use beyond this is prohibited. FUJI remains the owner of the copyright as well as all other industrial property rights. The Buyer is prohibited from removing the safety mechanisms himself. He is also prohibited to make copies of the software and to remove or change copyright notices. The software shall not be passed on to third parties, in particular without the corresponding machine. The software shall not be changed, connected, modified or adapted. Nor shall it be retranslated, disassembled or decompiled. In the event of resale, the Buyer shall impose these obligations on the final purchaser of the machine.
4. In the event of culpable violation of the provisions of Section XIII No. 3, the Buyer shall pay a contractual penalty for each case of violation to be determined by FUJI at its reasonable discretion and to be reviewed by the competent local or regional court.
5. The Buyer shall have the non-exclusive right to use the standard software with the agreed performance features in unchanged form on the agreed equipment. The Buyer may make two backup copies without express agreement.
6. The provisions of this Section XIII shall apply accordingly to software updates supplied by FUJI.

XIV. Infringements of Property Rights

1. The Buyer undertakes to inform FUJI without delay of any claims of third-party industrial property rights with regard to the products delivered by FUJI. FUJI shall be entitled, but not obliged, to assume the legal defense at FUJI's own expense and under our own responsibility.
2. FUJI shall be liable to the Buyer for infringements of industrial property rights in connection with the sale of its products if and to the extent that such industrial property rights are infringed by the contractual use of its goods, which are valid in the Federal Republic of Germany and published by FUJI at the time of delivery, as follows:
 - a) FUJI shall, at its option and at its expense, either obtain a right of use for the product, modify the product in such a way that the property right is not infringed, or replace the product. If this is not possible for FUJI under reasonable conditions, it shall take back the product against reimbursement of the purchase price.
 - b) The aforementioned obligations shall only exist for FUJI if the Buyer immediately notifies FUJI in writing of the claims asserted by the third party, does not acknowledge an infringement and FUJI reserves the right to all defensive measures and settlement negotiations. If the Buyer ceases to use the product in order to mitigate damages or for other important reasons, it shall be obliged to point out to the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.
3. Claims of the Buyer shall be excluded insofar as the Buyer is responsible for the infringement of the property rights.
4. Claims of the Buyer are furthermore excluded if the infringement of the property right is caused by special specifications of the Buyer, by an use not foreseeable by FUJI or by the fact that the product is changed by the Buyer or is used together with products not delivered by FUJI. In this case, the Buyer shall be liable for any infringement of property rights which has already occurred or which may still occur. He shall be obliged to inform FUJI immediately about possible or alleged infringements of property rights of which he becomes aware and to indemnify FUJI against claims of third parties and all costs and expenses incurred.
5. Further claims against FUJI are excluded; however, Section X shall remain unaffected as well as the right of the Buyer to withdraw from the contract.

XV. Maintenance/Service Contract

In the event that a corresponding maintenance contract is concluded between FUJI and Buyer, FUJI will maintain the machine and software as agreed and support the Buyer in particular in solving any problems that arise. The Buyer shall not be entitled to the conclusion of a maintenance contract. The usual rates of remuneration of FUJI shall apply to the maintenance, unless it is a warranty case.



FUJI
innovative spirit

FUJI EUROPE CORPORATION GMBH

XVI. Data Protection, Place of Jurisdiction, Applicable Law, Language Version

1. FUJI's information on data protection can be found at <https://www.fuji-euro.de/en/privacy/>
2. If the Buyer is a merchant, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the court responsible for the registered office of FUJI. However, FUJI is entitled to take legal action at the headquarters of the Buyer.
3. The contractual relationship shall be governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. The original text of these General Terms and Conditions of Sale has been prepared in German. Should there be any discrepancies between the German and the English version, the German version shall prevail.