GENERAL TERMS AND CONDITIONS

as at 2026/10/24

LEADING IN FLUID TECHNOLOGY

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1. General Provisions and Scope

(1) These General Terms and Conditions apply to the following companies:

sera GmbH
sera Technology GmbH
hereinafter referred to as '**sera**'.

(2) Unless otherwise agreed in writing, the following terms of delivery shall apply exclusively to all our deliveries and services. These General Terms and Conditions shall also apply to all subsequent orders without any need to refer to them again. Conflicting or differing terms of the Buyer shall apply only if we, as the supplier, have agreed to them in writing. This shall also apply to amendments to existing agreements.

(3) Deviations, ancillary agreements and assurances, as well as amendments or additions, shall generally require written form.

(4) Maintenance, service and remote service activities shall additionally be governed by the special terms and conditions provided for those activities.

2. Quotation and Order Confirmation

(1) Our quotations are generally non-binding.

(2) Orders shall become legally binding only upon written confirmation by **sera**.

(3) **sera** reserves all ownership rights and copyrights in illustrations, drawings, calculations and other quotation documents and similar information of a tangible or intangible nature, including in electronic form; they may be made available to third parties only with the written consent of **sera** and, if the order is not placed with **sera**, must be returned to it without delay upon request.

(4) Documents attached to a quotation and/or order confirmation, such as illustrations, drawings, calculations, descriptions, performance data, weights and dimensions, are provided solely for preliminary information and are non-binding, unless expressly designated as binding.

3. Deliveries and Services

(1) Deliveries and services shall be determined by the written declarations and agreements of both parties. In the absence of such declarations, only the written order confirmation and the terms of delivery specified therein by **sera** shall be authoritative. For sales contracts, agreed delivery clauses shall generally be interpreted in accordance with the INCOTERMS in force at the time the contract is concluded.

(2) Unless otherwise agreed, the costs of assembly and commissioning, including all necessary incidental expenses such as accommodation and travel expenses or the transport of tools or personal luggage, shall be paid separately by the Buyer.

(3) Partial deliveries are generally permissible provided that they are reasonable for the Buyer after weighing the interests of **sera** and the Buyer, or have been agreed with the Buyer.

(4) For deliveries abroad, the obligations of **sera** are subject to the granting of any export licenses that may be required.

(5) All information in catalogues, brochures or general technical documents is generally non-binding unless reference is made to it in writing.

(6) If software is included in the scope of supply, the Buyer shall be granted a non-exclusive right to use the software. The Buyer may reproduce or modify the software only to the extent permitted by law.

4. Packaging

Deliveries shall generally be made in standard packaging supplied by **sera**. **sera** is entitled to select special types of packaging that it considers necessary at its own discretion. The resulting costs shall be borne by the Buyer.

5. Planning and Order Processing for Customized Plants and Systems

(1) For customized plants and systems, **sera** shall prepare drawings and technical documents relating to the specified items to be supplied. Included customer revisions are limited to one revision within 14 calendar days of order confirmation by **sera** and relate exclusively to the configuration of the plant or system, not to changes to the components and scope of supply defined in the order confirmation issued by **sera**. Any further revision requests during processing or the subsequent course of the project shall be implemented only after written acceptance of a supplementary quotation to be prepared by **sera**.

(2) **sera** shall process the first revision request within a reasonable period and subsequently return or resend the documents to the Buyer. This shall apply accordingly to all further revisions following written acceptance of the supplementary quotation. The processing period shall depend on the scope and complexity of the adjustments required.

(3) The Buyer shall return or send back the customized drawings to **sera**, bearing the Buyer's approval or a revision request, no later than 14 calendar days after transmission. Compliance with this deadline shall be determined by the demonstrable receipt of the drawing by **sera**.

(4) Delays caused by more than one revision or late approvals by the Buyer shall result in an extension of the delivery period. The delivery date promised in the order confirmation shall be deemed extended by the period of delay for which the Buyer is responsible.

6. Transfer of Risk

Risk in respect of deliveries and services provided by **sera** shall pass to the Buyer as follows, including in the case of carriage-paid delivery or delivery free to the Buyer's premises:

(1) For deliveries without erection or assembly, including partial deliveries, when the goods have been dispatched or collected.

(2) Generally, no later than when the goods leave the premises of **sera**.

(3) For deliveries with erection or assembly, on the date the Buyer takes over the goods for operation in its own business or, if agreed, following a successful trial run.

(4) If dispatch, delivery, the commencement or performance of erection or assembly, takeover for operation in the Buyer's own business or the trial run is delayed for reasons for which the Buyer is responsible, or if the Buyer otherwise defaults on acceptance, risk shall pass to the Buyer immediately. This shall also apply if the goods have not yet physically left the premises of **sera**.

7. Insurance

At the Buyer's request and expense, deliveries by **sera** shall be insured against customary transport risks. If such insurance has been taken out,

sera must be notified immediately of any damage in transit.

8. Warranty and Product Description

(1) Guarantees shall be valid only if issued in writing.
(2) Information in catalogues, quotation documents and other printed publications, as well as general advertising statements, shall not constitute assurances or an offer to enter into a guarantee agreement.

9. Other Claims for Damages

(1) Claims by the Buyer for damages or reimbursement of expenses arising from a breach of primary or ancillary obligations under the contractual relationship, from tort or on other legal grounds are excluded.
(2) This exclusion shall not apply where liability is mandatory, in particular under the German Product Liability Act, in cases of intent or gross negligence, for injury to life, limb or health, where a guarantee of quality has been assumed or where material contractual obligations have been breached. However, where a guarantee of quality has been assumed, liability shall be limited to its scope, and where material contractual obligations have been breached, liability shall be limited to the foreseeable damage typical of the contract, unless there is intent, gross negligence or injury to life, limb or health. Material contractual obligations are those obligations whose fulfilment is essential to the proper performance of the contract and on whose observance the Customer may regularly rely. In all other respects, liability is excluded, irrespective of the legal grounds. In particular, liability for consequential damage caused by defects, business interruption or production downtime costs, loss of use, loss of profit and other financial losses in cases of ordinary negligence is excluded unless a breach of material contractual obligations under paragraph 2 has occurred.
(3) In addition to the liability provisions above, for all products with a network connection, the Buyer shall be responsible for securely integrating the product into its own network and IT environment and for implementing the necessary security measures within its systems. **sera** assumes no liability for disruptions, data loss or damage caused by customer-side networks, inadequate security measures on the part of the operator, unauthorized modifications, interference by third parties or use other than as intended. This shall not apply where the cause lies in defective product characteristics for which **sera** is responsible, a breach of statutory product safety requirements or a breach of obligations relating to the cybersecurity of the product.

10. Industrial Property Rights and Copyright; Defects in Title

(1) Unless otherwise agreed in writing, **sera** shall be obliged to supply goods free from third-party industrial property rights and copyrights (hereinafter: Intellectual Property Rights) only in the country of the place of delivery.
(2) If a third party asserts justified claims against the Buyer for infringement of Intellectual Property Rights by goods supplied by **sera** and used in accordance with the contract, **sera** shall be liable to the Buyer within the period specified in Clause 15. (1) as follows:
a) **sera** shall, at its own discretion and expense, either obtain a right of use for the goods concerned, modify them so that the Intellectual Property Right is not infringed, or replace them. If **sera** cannot do so on reasonable terms, the Buyer shall be entitled to the statutory rights of withdrawal from the contract or reduction of the price. The Buyer may not claim reimbursement of wasted expenditure.
b) The obligation of **sera** to pay damages shall be governed by Clause 9.
c) The above obligations of **sera** shall apply only if the Buyer notifies **sera** in writing without delay of the claims asserted by the third party, does not acknowledge an infringement and leaves all defense measures and settlement negotiations to **sera**. If the Buyer ceases to use the goods in order to mitigate damage or for other important reasons, it shall inform the third party that discontinuing use does not constitute acknowledgement of an infringement of Intellectual Property Rights.
(3) Claims by the Buyer are excluded to the extent that the Buyer is responsible for the infringement of Intellectual Property Rights. Claims by the Buyer are also excluded to the extent that the infringement is caused by specific requirements of the Buyer, by an application not foreseeable by **sera** or by the Buyer modifying the goods or using them together with products not supplied by **sera**.
(4) In the event of infringement of Intellectual Property Rights, the provisions of Clause 15. (3) shall otherwise apply accordingly to the Buyer‘s claims governed by Clause 10. (2) a). In the event of other defects in title, the provisions of Clause 15. shall apply accordingly in their entirety. Any further claims or claims other than those provided for in this Clause 10. by the Buyer against **sera** and its vicarious agents on account of a defect in title are excluded.

11. Erection and Assembly

The erection, assembly and installation of equipment and plants supplied by **sera** may be carried out only by qualified personnel in compliance with the guidelines of **sera** and the applicable technical standards and statutory requirements. Where erection and/or assembly are carried out by **sera** , the following provisions shall apply unless otherwise agreed in writing:
(1) The Buyer shall undertake or provide the following in good time and at its own expense:
a) all earthworks, construction work and other ancillary work outside the supplier‘s trade, including the skilled and unskilled labor, building materials and tools required,
b) the equipment and consumables required for assembly and commissioning, such as scaffolding, lifting equipment and other appliances, fuels, lubricants and chemicals,
c) power and water at the place of use, including connections, heating and lighting,
d) sufficiently large, suitable, dry and lockable rooms at the assembly site for storing machine parts, apparatus, materials, tools, etc., and appropriate working and recreation rooms for assembly personnel, including sanitary facilities appropriate to the circumstances. Furthermore, the Buyer shall take the same measures to protect the property of **sera** and the assembly personnel at the site as it would take to protect its own property.
e) protective clothing and protective equipment required owing to particular circumstances at the assembly site.
(2) Before assembly work begins, the Buyer shall, without being asked, provide the necessary information on the location of concealed electricity, gas and water lines or similar installations, together with the necessary structural information.
(3) Before erection or assembly begins, all supplies and items required for commencement of the work must be available at the erection or assembly site, and all preparatory work must have progressed sufficiently to allow erection or assembly to begin as agreed and to proceed without interruption. Access routes and the erection or assembly site must be levelled, cleared and freely accessible.
(4) If erection, assembly or commissioning is delayed by circumstances for which **sera** is not responsible, the Buyer shall bear, to a reasonable extent, the costs of waiting time and any additional travel required by **sera** or the assembly personnel.
(5) If a plant cannot be installed immediately after delivery, the Buyer shall be responsible for proper storage in accordance with the guidelines of **sera**.
(6) The Buyer shall certify to **sera** the assembly personnel‘s working hours on a weekly basis and shall certify completion of erection, assembly or commissioning without delay.
(7) Commissioning may be carried out only by technicians recognized by **sera** in accordance with the requirements of **sera**. The technicians are entitled to refuse to commission a plant if the operating conditions to be provided by the Buyer do not permit safe operation of the plant. All costs incurred by **sera** as a result of delayed commissioning shall be borne by the Buyer.
(8) If, following completion of the contractual performance, **sera** requests acceptance from the Buyer in writing and sets a reasonable deadline of at least fourteen (14) calendar days, acceptance shall be deemed to have taken place unless the Buyer refuses acceptance within that deadline, specifying at least one justified defect.
Acceptance shall likewise be deemed to have taken place if the deliveries and services have been put into use, where applicable following completion or expiry of an agreed test phase, or if the Buyer can be shown already to be using them functionally or operationally.

12. Time Limits

(1) Time limits shall be governed by the written declarations of both parties or, in their absence, by the written order confirmation issued by **sera**. Compliance with a time limit requires timely receipt of all documents to be supplied by the Buyer, the availability of all neces-

sary permits and approvals, particularly of drawings and plans, and compliance by the Buyer with the agreed payment terms and other payment obligations.

(2) The delivery period shall commence only after final clarification of all technical and commercial details.

(3) If these conditions are not fulfilled in good time, the time limit shall be extended appropriately; this shall not apply if **sera** is demonstrably responsible for the delay.

(4) If failure to comply with time limits is due to force majeure, such as war, mobilization or civil unrest, or similar events, such as strikes, pandemics, supply chain disruptions, global shortages of materials and energy or lockouts, the agreed time limits shall be extended appropriately.

(5) Where erection and assembly are not part of the agreed services, the time limit shall be deemed met if the consignment, ready for operation, has been dispatched or collected within that time limit. If delivery is delayed for reasons for which the Buyer is responsible, notification of readiness for dispatch shall suffice for compliance with the time limit.

(6) If technical or commercial contractual terms are changed at the Buyer‘s request after **sera** has specified the delivery period, the agreed time limits shall be extended appropriately without any further notification by **sera** being required.

(7) If dispatch or delivery is delayed at the Buyer‘s request by more than 30 calendar days after notification of readiness for dispatch, the Buyer may be charged storage costs of 0.5% of the net invoice value of the goods agreed in the sales contract for each week or part thereof. Either contracting party shall remain entitled to prove higher or lower storage costs.

(8) An application for insolvency or composition proceedings, the submission of an affidavit pursuant to Section 807 of the German Code of Civil Procedure (ZPO), payment difficulties arising or a substantial deterioration in the Buyer‘s financial circumstances becoming known shall entitle **sera** to suspend any deliveries immediately and refuse performance of ongoing contracts.

(9) If the agreed delivery period is exceeded, default shall commence only upon a corresponding written notification by the Buyer to **sera**.

(10) If **sera** is responsible for failure to meet the time limit, the Buyer may, provided it has suffered actual damage, claim compensation for delay of no more than 0.25% for each full week of delay, but no more than 5% in total, of the price of that part of the deliveries which could not be put into useful operation because of the delay.

(11) Claims by the Buyer for compensation exceeding these limits are excluded in all cases of delayed delivery or performance, including after expiry of any additional period set for **sera**. This shall not apply where liability is mandatory in cases of intent, gross negligence or personal injury.

(12) The Buyer‘s right to withdraw from the contract after the unsuccessful expiry of an additional period set for **sera** shall remain unaffected, provided that **sera** is responsible. The additional period must be reasonable and must be at least four weeks.

13. Prices, Commercial Terms and Payment Terms

(1) Unless otherwise stated, all prices are in EURO, for delivery Ex Works (EXW), excluding freight, packaging, insurance and statutory value added tax at the applicable rate.

(2) Shipping shall be at the recipient‘s or Buyer‘s expense. Packaging costs shall be charged separately. Packaging materials shall not be taken back.

(3) Any cash discount shall require a separate written agreement.

(4) Unless otherwise agreed in writing or specified in the order confirmation, the purchase price shall be due for payment net, without deduction, within 30 calendar days of the invoice date.

(5) If the Buyer fails to meet the payment deadline, it shall, without a reminder, pay default interest from the due date pursuant to Section 288 (2) of the German Civil Code (BGB) at a rate of 9 percentage points above the basic interest rate under Section 247 BGB. The right to claim compensation for further damage is reserved.

(6) For payments of any kind, the payment date shall be the date on which **sera** can freely dispose of the amount.

(7) Unless otherwise agreed in writing, delivery of goods abroad shall be subject to the Buyer providing an irrevocable letter of credit in favor of **sera**, confirmed by a German bank.

(8) In the event of delayed payment, **sera** may, after notifying the Buyer in writing, suspend performance of its own obligations until payment is received.

(9) The Buyer may set off claims or assert a right of retention only if those claims are undisputed or have been established by a final and binding judgment.

(10) The minimum order value per order is EURO 150.00, excluding value added tax. Accordingly, **sera** shall charge this minimum order value for each order below EURO 150.00 net.

(11) **sera** reserves the right to invoice the Contractor for the agreed services electronically by email

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14. Retention of Title

(1) **sera** shall retain title to the goods supplied until all payments have been received in full and all claims arising from the business relationship with the Buyer, as well as any claims still arising in connection with the purchased goods, have been settled (Goods Subject to Retention of Title).

(2) Retention of title shall also extend to the acknowledged balance where **sera** records claims against the Buyer in a current account (current-account retention of title).

(3) Assertion of retention of title, in particular by repossessing the goods, which is permissible in the event of default in payment or a threat to our ownership rights, shall not constitute withdrawal from the contract.

(4) **sera** shall be entitled, upon repossessing the goods supplied, to withdraw from the contract without setting a deadline. **sera** shall be entitled to realize the purchased goods after repossession; the proceeds shall be credited against the Buyer‘s liabilities after deduction of reasonable depreciation and realization costs.

(5) Upon suspension of payments, an application for or opening of insolvency proceedings, or judicial or extrajudicial composition proceedings concerning the Buyer, the Buyer‘s rights to resell, use or incorporate the Goods Subject to Retention of Title shall cease.

(6) **sera** shall in these cases be entitled to demand immediate surrender of the Goods Subject to Retention of Title, to the exclusion of any right of retention.

(7) The Buyer hereby agrees to permit persons commissioned by **sera** to collect the goods to enter and drive onto the land and enter the buildings where the goods to be collected are located. Without prejudice to the Buyer‘s payment obligation, **sera** shall generally be entitled to sell repossessed goods by private sale or have them auctioned.

(8) If the goods supplied are seized, **sera** shall be entitled to withdraw from the contract without setting a deadline. In the event of seizure or other interference by third parties, the Buyer shall notify **sera** in writing without delay so that an action under Section 771 ZPO may be brought. To the extent that the third party is unable to reimburse **sera** for the judicial and extrajudicial costs of an action under Section 771 ZPO, the Buyer shall be liable for the shortfall incurred by **sera**.

(9) The Buyer is entitled to resell the goods supplied in the ordinary course of business; however, the Buyer hereby assigns to **sera** all claims against its customers or third parties arising from such resale, up to the final invoice amount including value added tax, irrespective of whether the goods supplied have been resold without or after processing. The Buyer remains authorized to collect these claims even after their assignment. The Buyer is generally not entitled to make any other disposition, in particular to pledge the goods or transfer title to them by way of security.

(10) The right of **sera** to collect the claim itself remains unaffected; however, **sera** undertakes not to collect the claim as long as the Buyer duly meets its payment obligations and is not in default of payment. In that event, **sera** may require the Buyer to disclose the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and notify the debtors (third parties) of the assignment. Any processing or transformation of the goods supplied by the Buyer shall always be carried out on behalf of **sera**. If the goods supplied are processed together with other items not belonging to **sera**, **sera** shall acquire co-ownership of the new item in proportion to the value of the goods supplied relative to the other processed items at the time of processing. In all other respects, the same provisions shall apply to the item resulting from processing as to the Goods Subject to Retention of Title. The Buyer also assigns

to **sera**, as security for the claims of **sera**, any claims against third parties arising from the incorporation of the goods supplied into real property.

(11) If the goods supplied are inseparably mixed with other items not belonging to **sera**, **sera** shall acquire co-ownership of the new item in proportion to the value of the goods supplied relative to the other mixed items at the time of mixing. If mixing occurs in such a way that the Buyer's item is to be regarded as the principal item, it shall be deemed agreed that the Buyer transfers a proportionate co-ownership interest to **sera**. The Buyer shall hold the solely owned or co-owned property in safekeeping for **sera**. The Buyer shall insure it to the customary extent against usual risks such as fire, theft, water damage and similar risks. The Buyer hereby assigns to **sera** its compensation claims against insurers or other third parties arising from damage of the aforementioned kind, up to the invoice value of the goods.

15. Warranty and Material Defects

(1) The warranty period shall be twelve months from the transfer of risk (see Clause 6. Transfer of Risk). Rectification work performed or replacement parts supplied shall be subject to the warranty period of the original delivery. The above provisions shall not apply where longer periods are mandatorily prescribed by law pursuant to Section 438 (1) No. 2 BGB (items used for buildings), Section 479 (1) BGB (recourse claims) and Section 634a BGB (construction defects). In appropriate cases, the warranty period may be extended to up to 60 months if the Buyer enters into a maintenance agreement with **sera** for the corresponding period.

(2) The goods supplied must be carefully inspected immediately upon delivery to the Buyer or to a third party designated by the Buyer. The Buyer shall notify **sera** in writing without delay of any defects resulting from circumstances existing before the transfer of risk.

(3) Resale, incorporation or installation, or any other use of an item in respect of which a defect has been notified or a complaint made shall constitute approval by the Buyer of that item as conforming to the contract.

(4) If the goods supplied or services performed by **sera** prove defective because they do not have the agreed characteristics or are unsuitable for the agreed or ordinary use, **sera** shall first be entitled to rectify the defect or supply a replacement within a reasonable period, provided that the cause of the defect already existed at the time of transfer of risk. The Buyer shall grant **sera** the necessary time and opportunity to do so. If the Buyer refuses to do so, **sera** shall be released from liability for defects.

(5) If supplementary performance fails, the Buyer may withdraw from the contract or demand a reduction in the price. The Buyer may not claim reimbursement of wasted expenditure.

(6) Claims by the Buyer for expenses necessary for supplementary performance, in particular transport, travel, labor and material costs, are excluded. Liability for consequential costs arising from defects, in particular business interruption costs and financial losses, is excluded. The above limitations of liability shall not apply in cases of intent or gross negligence, culpable injury to life, limb or health, breach of material contractual obligations, an assumed guarantee of quality or liability under the German Product Liability Act. However, in cases of ordinary negligence involving a breach of material contractual obligations, liability shall be limited to the foreseeable damage typical of the contract. Liability arising from a guarantee of quality shall be limited to the scope of the guarantee assumed.

(7) In all cases, the Buyer shall take all possible and reasonable measures to minimize the expenses of supplementary performance. **sera** shall contribute to the costs of a recall only if the recall is necessary in view of the factual and legal circumstances. At the discretion of **sera**, the Buyer shall return defective products to it or make them available for inspection and testing.

(8) No claims for defects shall arise in cases of only minor deviations from the agreed or presumed characteristics or only minor impairment of usability; natural wear and tear or damage occurring after the transfer of risk as a result of incorrect, improper or negligent handling, excessive use, unsuitable operating supplies or replacement materials; defective construction work, unsuitable building ground or particular external influences not contemplated by the contract; adverse chemical, electrochemical or electrical influences, adverse weather conditions or unsuitable operating conditions; incorrect assembly or commissioning by the Buyer or third parties; failure to observe the operating instructions of **sera**; or non-reproducible software errors. The Buyer shall likewise have no claim to rectification of defects or damage arising for the following reasons: incorrect or incomplete specifications or instructions provided by the Buyer; or materials or components supplied or specified by the Buyer.

(9) If the Buyer or third parties carry out improper modifications or repairs, or if the Buyer or third parties use the item improperly or other than as contractually agreed, no claims for defects shall arise in respect of such actions or their consequences. The warranty provided by **sera** shall expire with immediate effect.

(10) The Buyer's right to damages or reimbursement of expenses for a breach of duty or on any other legal grounds is excluded. The above limitations of liability shall not apply in cases of intent or gross negligence, culpable injury to life, limb or health, breach of material contractual obligations, an assumed guarantee of quality or liability under the German Product Liability Act. However, in cases of ordinary negligence involving a breach of material contractual obligations, liability shall be limited to the foreseeable damage typical of the contract. Liability arising from a guarantee of quality shall be limited to the scope of the guarantee assumed.

(11) In the case of a justified complaint within the Federal Republic of Germany, the warranty provided by **sera** shall cover repair of the defective parts at our factory or the supply of replacement parts.

(12) Outside the Federal Republic of Germany, the warranty provided by **sera** shall be limited to the supply of replacement parts. Replaced parts shall become our property.

(13) Claims for defects in components designated as wear parts in the wear parts catalogue on our website are excluded to the extent that the defect is attributable to their normal wear in intended use or their limited service life. Claims relating to fraudulently concealed defects, guarantees assumed and claims arising from intent or gross negligence shall remain unaffected.

16. Impossibility of Performance and Contract Adjustment

(1) To the extent that delivery is impossible, the Buyer shall be entitled to claim damages in accordance with statutory provisions, provided that **sera** is responsible for the impossibility of performance.

(2) In cases of ordinary negligence, liability for impossibility of delivery and for breaches of other material contractual obligations (cardinal obligations) caused by ordinary negligence – including liability for consequential damage caused by defects, business interruption and production downtime costs, loss of use, loss of profit and other financial losses – shall be limited to the damage typical of the contract that was foreseeable at the time the contract was concluded. Material contractual obligations are those obligations whose fulfilment is essential to the proper performance of the contract and on whose observance the Buyer may regularly rely.

(3) The above limitations and exclusions of liability shall not apply where liability is mandatory in cases of intent, gross negligence, injury to life, limb or health, the assumption of a guarantee and within its scope, or under the German Product Liability Act. The Buyer's right to withdraw from the contract shall remain unaffected.

(4) In the event of temporary impossibility of performance, Clause 12. (Time Limits for Deliveries and Services) shall apply.

(5) If unforeseeable events within the meaning of Clause 12.(4) substantially alter the economic significance or content of the delivery or materially affect the business of **sera**, the contract shall be adjusted in accordance with the principle of good faith. If such adjustment is not economically justifiable, **sera** shall be entitled to withdraw from the contract. If **sera** intends to exercise this right of withdrawal, it shall notify the Buyer without delay upon becoming aware of the implications of the event, even if an extension of the delivery period was initially agreed with the Buyer.

17. Repair Terms

(1) By means of a legally binding declaration (decontamination declaration), the Buyer undertakes to have equipment or parts intended for repair or maintenance professionally cleaned so as to exclude any risk to the contractor or **sera** from recontamination. Equipment must be sent to **sera** free of all flammable, toxic, corrosive, harmful, irritant or other substances hazardous to health. The decontamination decla-

ration must be attached to the outside of the shipment containing the equipment. If no decontamination declaration accompanies the shipment, **sera** shall be entitled to refuse acceptance of the shipment.

(2) Products and parts intended for repair must be sent to **sera** carriage paid to the factory, accompanied by a delivery note or packing slip. A dispatch notification stating the order number must be sent to us.

(3) If a cost estimate is prepared at the Buyer‘s request, the associated costs may be charged to the Buyer irrespective of whether a subsequent repair order is placed. As time spent locating faults constitutes working time, the expenses incurred and to be substantiated shall be charged to the Buyer if an order cannot be carried out because:

a) the reported fault could not be identified in accordance with recognized technical standards;

b) the order was withdrawn while the work was in progress.

(4) The warranty period for all work performed (repairs), replacement parts and installed materials shall be 12 months. In all other respects, the warranty terms for deliveries and services set out in Clause 15 shall apply.

(5) The payment terms set out in Clause 13 shall apply. In addition, the following retention of title is agreed:

a) To the extent that replacement parts or similar items fitted during repairs do not become essential components, the contractor shall retain title to these installed parts until all of the contractor‘s claims under the contract have been settled.

b) If the Buyer defaults on payment or fails to fulfil its obligations arising from retention of title, **sera** may demand surrender of the item from the Buyer for the purpose of removing the installed parts. The Buyer shall bear all costs of recovery and removal.

c) If repairs are carried out at the Buyer‘s premises, the Buyer shall give **sera** the opportunity to remove the parts at those premises. Labor and travel costs shall be borne by the Buyer.

18. Spare Parts Supply and Obsolescence

(1) **sera** endeavors to provide spare parts or functionally suitable replacement solutions for the products supplied for a period of ten years from delivery of the respective product, insofar as this is technically possible, economically reasonable and feasible in view of availability from upstream suppliers.

(2) After expiry of this period, uninterrupted spare parts supply cannot be assured, in particular due to technical developments, product discontinuations, supplier discontinuations, regulatory changes, requirements imposed by authorities, restrictions under public law or economic unreasonableness.

(3) Requests for spare parts, repairs, modernizations or replacement solutions after expiry of the aforementioned period shall be subject to an internal technical and economic assessment on a case-by-case basis under the Service Agreement. This assessment shall be performed without acknowledgement of any legal obligation. It shall not give rise to any entitlement to the supply of specific spare parts, remanufacture, design adaptation or the provision of a replacement solution.

(4) Statutory warranty rights, expressly agreed guarantees and separately concluded maintenance, service or spare parts supply agreements shall remain unaffected.

19. Data Protection Clause

Please refer to our data protection information, which you can find at **www.sera-web.com** in the “Privacy” section.

20. Severability Clause

The remaining provisions of the contract or these General Terms and Conditions shall remain binding even if individual provisions or conditions are legally invalid. If any provision is wholly or partially invalid or contains gaps, the contracting parties shall endeavor without delay to close those gaps or to achieve the economic purpose intended by the invalid provision in another legally permissible manner.

21. Place of Performance and Jurisdiction, applicable Law

(1) If the Buyer is a merchant within the meaning of German commercial law, the place of performance for all obligations of the Seller (**sera**) and the Buyer shall be the registered office of **sera**.

(2) If the Buyer is a merchant within the meaning of German commercial law, the place of jurisdiction for all disputes arising from this contract shall be the registered office of **sera**. However, **sera** shall also be entitled to bring an action at the Buyer‘s registered office.

(3) The laws of the Federal Republic of Germany shall apply exclusively.

(4) The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

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