

Valid from January 2026

**For use with:**

- 1.) A person who, at the time of conclusion of the contract, is acting in the exercise of their commercial or self-employed professional activity (company).
- 2.) Legal entities under public law or a special fund under public law.

The following terms of delivery and payment supplement the applicable law and form the basis of the delivery and service contracts of WENZEL Metrology GmbH (hereinafter referred to as WENZEL). Any deviating provisions of the customer shall only be binding on WENZEL if they have been expressly confirmed in writing.

**I. Conclusion of contract**

- 1.) The delivery and service contract shall only come into effect upon written order confirmation by WENZEL. Offers made by WENZEL are subject to change and non-binding unless they have been expressly designated as binding. Only the written order confirmation is binding. Any additions, amendments or verbal side agreements must be confirmed in writing to be effective. WENZEL reserves ownership rights, copyrights and other property rights to cost estimates, drawings and other documents. They may only be made accessible to third parties with the express permission of WENZEL.

**II. Prices**

- 1.) WENZEL's prices are quoted ex works in euros, plus the statutory value added tax applicable at the time of delivery, unless otherwise stated.
- 2.) Freight, postage, customs duties, assembly and packaging shall be paid by the customer, as shall any transport, theft or other insurance requested by the customer.
- 3.) After the order has been placed and confirmed, any changes to the scope and execution of the order made at the request of the customer will be charged to the customer.
- 4.) Design drawings, tools, samples and similar preparatory work initiated by the customer shall be invoiced separately.

### **III. Terms of payment**

- 1.) Unless otherwise agreed, all invoices from WENZEL are due immediately and without deductions.
- 2.) In the event of default, WENZEL is entitled to charge default interest in accordance with the statutory provisions.
- 3.) Unless otherwise agreed, payment for each item of goods shall be made in cash to WENZEL's paying agent as follows:
  - a. for measuring machines, special measuring equipment and measuring tools  
30% down payment upon receipt of the order confirmation, 14 days net  
60% 7 days before the delivery date according to our order confirmation, net  
(Goods will only be shipped after full payment of all advance invoices)  
10% 14 days after commissioning, but no later than 30 days after delivery, 14 days net
  - b. For accessories (e.g. measuring probes, stylus tips, etc.)  
100% after delivery  
14 days net.
- 4.) If the customer is in default of payment, WENZEL is free to refuse further performance of the contract.
- 5.) If there is a significant risk to the payment claim, WENZEL is entitled to demand advance payments or sufficient securities.
- 6.) The customer is only entitled to offset, even if complaints or counterclaims are asserted, if their claims have been legally established, recognised by WENZEL or are undisputed. The customer is only authorised to exercise a right of retention if their counterclaim is based on the same contractual relationship.
- 7.) The customer shall only be entitled to withhold payments to the extent that his counterclaims are undisputed or have been legally established.
- 8.) **Financing/leasing**  
If the procurement of the machine is handled and financed by a bank, a leasing company or a financial service provider, it should be noted that the start and release for production of the machine is dependent on the complete clarification of the financing, the completeness of all documents relevant to the financing, and the leasing company's entry into the contract. It is therefore necessary for the customer to provide the following information at the time of ordering:
  - Leasing company or exact billing address
  - Contact person at the leasing company
  - Terms of payment
  - Submission of the existing entry of the leasing company
  - Guarantee required (yes/no) - Costs to be borne by the customer.

If a delay occurs due to missing items mentioned above, for which WENZEL is not responsible, this will have a corresponding effect on the delivery time, and additional costs for corresponding expenses or guarantees will be charged to the customer.

#### **IV. Delivery period, delivery defects**

- 1.) Delivery and performance deadlines and dates are only agreed for measuring machines and special measuring equipment. They are only approximate unless they are expressly confirmed in writing as binding in individual cases.
- 2.) The delivery and performance deadlines and dates are based on the agreements between the contracting parties. Compliance with these deadlines and dates by WENZEL requires that all documents, approvals and releases to be procured by the customer have been provided, that all obligations incumbent on the customer have been fulfilled and that the down payment to be made has been received.
- 3.) Compliance with the delivery time is subject to correct and timely delivery to WENZEL. WENZEL shall notify the customer of any foreseeable delays as soon as possible.
- 4.) An agreed delivery period shall be deemed to have been met if the delivery item has left the WENZEL factory by the end of the delivery period or notification of readiness for dispatch has been given. Insofar as acceptance is required, the acceptance date shall be decisive, except in the case of justified refusal of acceptance, or alternatively notification of readiness for acceptance.
- 5.) An agreed delivery period shall be extended appropriately in the event of measures taken in the context of industrial disputes, in particular strikes and lockouts, as well as in the event of unforeseen obstacles beyond WENZEL's control, insofar as such obstacles can be proven to have a significant influence on the completion or delivery of the delivery item. This shall also apply if the circumstances occur at WENZEL's suppliers.
- 6.) If an action on the part of the customer is required for the manufacture of the work or for the execution of the delivery, the delivery period shall not commence until this action has been completed by the customer.
- 7.) If the delivery period is exceeded, the customer shall grant WENZEL a reasonable grace period of not less than three weeks.
- 8.) If the customer can foresee that it will be impossible for them to accept the delivery item on the delivery date, they must inform WENZEL immediately, at least four (4) weeks before the delivery date. WENZEL reserves the right to charge the customer for the storage costs incurred in the amount of one per cent (1%) of the net order value for each month or part thereof. At the customer's request, WENZEL shall insure the delivery item at the customer's expense. The maximum storage period is three (3) months, after which WENZEL reserves the right to sell the delivery item elsewhere and to notify the customer of a new delivery date. Nevertheless, the originally agreed payment schedule shall remain in force. , the originally agreed delivery date in the order confirmation, the transfer of risk shall be changed to "EXW" in accordance with Incoterms and the down payment request or final invoice

shall be issued. If transport and packaging costs are included in the scope of the order, WENZEL shall perform this service downstream.

9.) If the customer does not accept the delivery on the delivery date, they shall nevertheless pay the portion of the amount due upon delivery or readiness for delivery.

## **V. Export control**

1.) Export control by the Federal Office of Economics and Export Control (BAFA) or embargo and sanctions checks based on legal requirements:

Deliveries and services (contract fulfilment) are subject to the proviso that there are no obstacles to fulfilment due to national or international regulations, in particular export control regulations, embargoes, sanctions or other restrictions. The buyer undertakes to provide all information and documents required for export, transport and import. Delays due to export checks or approval procedures shall render deadlines and delivery times invalid. If the necessary approvals are not granted, the contract shall be deemed not to have been concluded with regard to the parts concerned.

2.) Claims for damages are excluded in this respect and due to the aforementioned delays.

3.) Regardless of whether the product is subject to the EC Dual-Use Regulation (428/2009), the customer is obliged to inform WENZEL in writing if the product is used in whole or in part in connection with the following activities:

- a. the development, manufacture, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological, radiological or nuclear weapons, other explosive devices or the development, manufacture, maintenance or storage of missiles, other systems capable of delivering such weapons, or
- b. the development, manufacture, handling, operation, maintenance or storage of cluster munitions or anti-personnel mines, or
- c. human rights violations.

In such cases, special legal requirements and approvals must be observed. If no written notification is provided, WENZEL assumes that the end use is civilian and unproblematic. WENZEL works exclusively on the basis of German law, which includes, among other things, the mandatory checking of embargo and sanctions lists.

## **VI. Transfer of risk**

- 4.) The risk shall pass to the customer at the latest upon dispatch of the goods, even if partial deliveries are made or WENZEL has assumed other services, e.g. shipping costs or delivery and installation.
- 5.) If dispatch or acceptance is delayed or does not take place due to circumstances for which WENZEL is not responsible, the risk shall pass to the customer on the day of notification of readiness for dispatch or acceptance. WENZEL undertakes to take out the insurance policies requested by the customer at the customer's expense.
- 6.) Partial deliveries are permissible insofar as they are reasonable for the customer.

## **VII. Retention of title**

- 1.) WENZEL retains title to the delivery item until all payments under the delivery and service contract have been received. The retention of title also applies to all claims to which WENZEL is entitled from ongoing business relationships with the customer. The final release of any software licences shall take place after full payment has been received.
- 2.) WENZEL is entitled to insure the delivery item against theft, breakage, fire, water and other damage at the expense of the customer, unless the customer can prove that they have taken out such insurance themselves.
- 3.) The customer with a corresponding commercial enterprise is entitled to resell or further process the goods within the scope of its proper business operations. The customer hereby assigns to WENZEL all claims to which it is entitled from the resale and the business relationships with its customers in connection with the resale, together with ancillary rights, as security for the claims. The assignment is accepted. The retention of title shall also remain effective if the delivery item is processed, mixed or combined. WENZEL shall become the fractional owner of the new products created by processing or mixing.
- 4.) The customer is prohibited from disposing of the delivery item in any other way. Nevertheless, the customer is entitled and obliged to collect the claims assigned to WENZEL as long as these authorisations are not revoked. Upon request, the customer must immediately inform WENZEL to whom it has sold the goods and what claims it is entitled to from the sale.
- 5.) In the event of third-party access to the goods subject to retention of title, in particular seizures, the customer is obliged to point out WENZEL's ownership and to notify WENZEL immediately, providing all necessary information.
- 6.) WENZEL is obliged to release the securities to which it is entitled to the extent that the realisable value of the securities exceeds the claims to be secured by more than 10%, whereby the selection of the securities to be released is at the discretion of WENZEL.

7.) In the event of conduct by the customer in breach of contract, in particular default in payment, the supplier shall be entitled to take back the delivery item after issuing a reminder and the customer shall be obliged to surrender it.

### **VIII. Warranty, liability**

- 1.) The warranty period is 12 months for newly manufactured items and 6 months for used and reconditioned products. The warranty period begins, insofar as acceptance is required, upon acceptance (according to the acceptance report), otherwise upon transfer of risk. If acceptance is delayed for reasons for which WENZEL is not responsible, acceptance shall be deemed to have taken place no later than 4 weeks after delivery within the EU and Switzerland and no later than eight (8) weeks after delivery to other countries.
- 2.) The customer must check the goods for defects immediately upon delivery. Obvious defects must be reported to WENZEL in writing immediately, but at least within one week of receipt of the goods, otherwise any warranty shall lapse.
- 3.) Other defects must be reported to WENZEL within one week of becoming aware of them.
- 4.) WENZEL is entitled to choose the method of subsequent performance. This means that it decides whether to remedy the defect or make a new delivery. If the subsequent performance fails, WENZEL is entitled to repeat the subsequent performance. In this case, too, WENZEL decides between remedying the defect or making a new delivery.
- 5.) WENZEL shall be liable in accordance with the statutory provisions for damages resulting from injury to life, limb or health caused by a negligent breach of duty by WENZEL or an intentional or negligent breach of duty by a legal representative or vicarious agent of WENZEL, as well as for damages covered by liability under the German Product Liability Act (ProdHaftG). WENZEL shall be liable for other damages in accordance with the statutory provisions, provided that they are based on an intentional or grossly negligent breach of duty by WENZEL or a legal representative or vicarious agent of WENZEL. In this case, however, liability shall be limited to the foreseeable, typically occurring damage, unless WENZEL, its legal representatives or vicarious agents have acted intentionally. Furthermore, WENZEL shall be liable to the extent that it has given a guarantee of quality and/or durability. WENZEL shall only be liable for damage based on the absence of the guaranteed quality or durability but not directly affecting the goods if the risk of such damage is clearly covered by the quality and durability guarantee. Further claims are excluded.

### **IX. Limitation**

- 1.) All claims of the customer – for whatever legal reasons – shall become time-barred after 12 months. This also applies to the limitation period for recourse claims in the supply chain, provided that the last contract in this supply chain is not a consumer goods purchase. The suspension of the limitation period remains unaffected. The statutory periods apply to claims for damages. They also apply to defects in

a building or to delivery items that have been used for a building in accordance with their normal use and have caused its defectiveness.

## **X. Software use**

### **1.) Use:**

If software is included in the scope of delivery, the customer is granted a non-exclusive right to use the delivered software, including its documentation. It is provided for use on the delivery item for which it is intended. Use of the software on more than one system is prohibited. The customer may only reproduce, revise, translate or convert the object code into source code to the extent permitted by law. The customer undertakes not to remove manufacturer's information – in particular copyright notices – or to change it without the prior express consent of WENZEL. All other rights to the software and documentation, including copies, remain with WENZEL or the software supplier. The granting of sub-licences is not permitted.

### **2.) Commissioning/measurement operation:**

In order to avoid possible unintentional damage or activities on the system that could have a negative impact on successful acceptance, commissioning and use of the system for regular measurement operation is only permitted after acceptance, i.e. after the signed acceptance report has been handed over by the customer to WENZEL. The machine is considered accepted as soon as the customer uses the machine productively. WM | Quartis activation only takes place after acceptance of the machine and payment of the final invoice.

## **XI. Cancellation**

- 1.) Cancellation or order changes after receipt of the order confirmation are generally excluded (exception: right of withdrawal in accordance with the respective legally applicable provisions (e.g. in the event of impossibility of performance or delivery or in the event of failed subsequent performance in the event of a material defect)).
- 2.) The buyer has the right to withdraw from the contract without giving reasons upon payment of a cancellation fee of 30% of the purchase price. However, if part of the delivery or service has already been provided, withdrawal is only possible if the costs of the service provided plus the cancellation fee are paid.

**XII. Place of performance, place of jurisdiction, applicable law**

- 1.) The place of performance for all deliveries and payments is the registered office of WENZEL.
- 2.) For all disputes arising from the contractual relationship, Aschaffenburg is agreed as the place of jurisdiction if the customer is a registered trader, a legal entity under public law or a special fund under public law.
- 3.) The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

**XIII. Final provisions**

- 1.) The invalidity of individual provisions shall not affect the validity of the remaining provisions. All declarations affecting the validity of the contractual relationship must be made in writing. Any change to the written form requirement must also be made in writing.