

# General Terms and Conditions of Purchase and Special Conditions of the Companies of the Rösler Group

## A. General Terms and Conditions of Purchase

### 1. Scope and formal requirement/declaration

- (1) These Terms and Conditions of Purchase are the subject of all orders placed by companies of the RÖSLER Group (hereinafter referred to as RÖSLER) and shall apply exclusively.
- (2) The RÖSLER Group comprises the following companies:
  1. RÖSLER Oberflächentechnik GmbH
  2. RÖSLER Holding GmbH
- (3) Any conflicting or additional terms and conditions of the contractual partner are objected to. They shall only apply if RÖSLER has expressly agreed to them or parts thereof in writing.
- (4) These Terms and Conditions of Purchase shall also apply if RÖSLER accepts services of the contractual partner without reservation in knowledge of conflicting or deviating terms and conditions of the contractual partner.
- (5) These Terms and Conditions of Purchase shall also apply to all contractual relationships within the scope of a future business relationship, even if they are not expressly agreed again for this purpose.
- (6) Insofar as “written form” is required in the following Terms and Conditions, this form requirement shall also be fulfilled by text form within the meaning of Section 126 b of the German Civil Code (BGB), unless text form is expressly excluded below in the respective context. According to the aforementioned provision, text form shall be understood to mean a legible declaration in which the person making the declaration is named and which is made on a durable data carrier. A durable medium is any medium which enables the recipient to keep or store a declaration made on the medium and addressed to him personally in such a way that it is accessible to him for a period of time adequate for its purpose and which is suitable for reproducing the declaration unchanged.
- (7) Unless the parties agree otherwise in writing in the course of the preceding contract negotiations and at the latest upon conclusion of the contract, the language of negotiations and contract shall be German.
- (8) The data sheet of RÖSLER “Information on offers/order confirmations/delivery slips/invoices” as amended from time to time, currently “November 2022”, available at [www.rosler.com](http://www.rosler.com), shall apply within the scope of our contract negotiations and conclusion of contract with our contracting parties.

## **2. Contract conclusion**

- (1) RÖSLER shall send a written order to the contractual partner. Verbal collateral agreements to the order are only binding if they are confirmed in writing by RÖSLER. This also applies to subsequent changes and/or additions.
- (2) The order shall be deemed accepted if the contractual partner does not object to it in writing within two working days (these include: Monday to Friday, excluding public holidays throughout the Federal Republic of Germany).
- (3) If the contractual partner accepts the order only with deviations, these deviations must be explicitly indicated. The modified order or amended order confirmation shall be deemed a new offer. In addition, the contractual partner is obliged to inform RÖSLER in writing in the order or the deviating order confirmation about changes compared to previous contractual conditions of the contractual partner or his catalog information. Following this, a contract shall only be concluded after written acceptance of the modified conditions by RÖSLER.

## **3. Compliance with legal regulations/notification of concerns/import and export control**

- (1) The contractual partner is obligated to comply with the state of the art, the relevant laws, regulations, directives, the Dodd Franc Act and the Global Compact of the United Nations, in each case in the version applicable both at the time of the conclusion of the contract and at the time of the performance of the service (in the event of changes in the meantime, at the latter time), as well as to fulfill requirements imposed by public authorities. The same applies to ECE Conditions No. 188 and 188A (export of capital goods and assembly conditions, respectively).
- (2) If the relevant laws, regulations or the state of the art change between the conclusion of the contract and its performance and if this has an influence on the contractual performance, the contractual partner will immediately inform RÖSLER in writing about the change and the associated consequences in terms of time and costs. RÖSLER will decide on the changes within a reasonable period of time. In case of approval, the parties will make a mutually agreeable cost arrangement based on the order and adjust the contract in writing. If RÖSLER does not accept the change, both parties are entitled to terminate the contract.
- (3) By submitting an offer, the contractual partner confirms that he has examined the documents received in the course of the inquiry by RÖSLER and found them to be satisfactory.
- (4) The contractual partner assures to comply with all requirements and substance prohibitions for his deliveries according to the legal regulations valid for the European Union (in particular: Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals (REACH, EC No. 1907/2006)).

The contractual partner furthermore assures to comply with the current limit values of the RoHS Directive (2011/65/EU) for its deliveries.

This also applies to products that do not fall within the scope of the directive.

The only exceptions to this are products that clearly cannot be components of electronic products.

(5) Import and export control:

**(a) Provisions on export control and foreign trade data**

The contractual partner shall comply with all requirements of the applicable national and international customs and foreign trade law ("foreign trade law"). The contractual partner has to inform RÖSLER immediately in writing on the order confirmation and invoice as well as in case of changes all information and data which RÖSLER needs to comply with foreign trade law in case of export, import and re-export, particularly:

- all applicable export list numbers including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN);
- the statistical commodity code according to the current commodity classification of foreign trade statistics and the HS (Harmonized System) code; and
- country of origin (non-preferential origin) and, if required by RÖSLER, supplier declarations on preferential origin (for European suppliers) or certificates for preference (for non-European suppliers).

**(b) Proviso**

The contract performance on the part of RÖSLER is subject to the proviso that no obstacles due to national or international regulations of foreign trade law as well as no embargoes and/or other sanctions oppose the performance.

#### 4. Terms of delivery

- (1) Unless otherwise agreed, deliveries shall be made DAP (Incoterms® 2020) to the place designated by RÖSLER, including packaging.
- (2) Each delivery shall be accompanied by a delivery slip in duplicate. The delivery slip shall be provided with the order number, RÖSLER material number and supplier number.
- (3) Before shipment of the goods, RÖSLER shall be informed in writing about the value, weight and the date of shipment.
- (4) The acceptance times for goods deliveries can be viewed in the current version of the RÖSLER shipping instructions on our homepage at [www.rosler.com](http://www.rosler.com).
- (5) Insofar as the contractual partner has to provide material samples, test protocols, quality documents, operating instructions, CE declarations, circuit diagrams, drawings, spare/wear parts lists, general documentation or other documents, the completeness of the delivery and service also assumes the handover of these documents.

- (6) RÖSLER shall not be obliged to accept partial or excess deliveries not agreed upon in the contract. The same shall apply if the goods are delivered before the agreed deadline. If necessary, RÖSLER is entitled to return the goods at the expense and risk of the contractual partner or to store them with third parties.
- (7) If RÖSLER incurs costs as a result of the defective delivery of the subject matter of the contract, in particular transport, travel, labor or material costs or costs for a receiving inspection exceeding the usual scope, the contractual partner shall bear these costs.

## 5. Performance period

- (1) The deadlines specified in the order are binding.
- (2) The contractual partner is obliged to inform RÖSLER immediately in writing if circumstances occur or become recognizable which indicate that the agreed deadline cannot be met. The obligation to meet the originally agreed deadlines remains unaffected.
- (3) The contractual partner can only refer to the absence of necessary documents to be delivered by RÖSLER if he has not received these documents within a reasonable period of time despite an early written request.

## 6. Default

- (1) If the contractually agreed deadlines are exceeded, the contractual partner is in default without any reminder.
- (2) In case of default, RÖSLER shall be entitled to the statutory claims. In particular, RÖSLER shall be entitled to claim damages instead of performance and/or to withdraw from the contract.
- (3) Without prejudice to the right to claim further damages caused by delay, the contractual penalty shall be 1% of the net order value for each commenced week of delay, but not more than a total of 5% of the net order value. The contractual penalty may also be claimed after receipt of the performance up to the final payment without the need for a proviso. The contractual partner shall be entitled to prove that no damage or less damage has been incurred as a result of the delayed performance.

## 7. Transfer of risk

- (1) The risk shall pass to RÖSLER upon arrival of the goods at the business premises of RÖSLER.
- (2) This shall also apply if RÖSLER has assumed the costs of shipment in an individual case due to a separate contractual agreement or if the delivery is made "ex works."

## 8. Notice of defects

- (1) Notice of defects shall be given by RÖSLER in due time (within 10 working days after receipt of the goods) in case of a purchase which represents a mutual commercial transaction for the parties, in case of hidden defects within 10 working days after their detection by the contractual partner.
- (2) For larger quantities, the inspection of the goods by RÖSLER shall be limited to random samples. Defects which are not discovered in this process shall be considered as hidden.
- (3) If RÖSLER detects defects on the delivered goods within the scope of a random sample inspection, the supplier is obliged to carry out a complete inspection of all goods on the premises of RÖSLER within three working days at the request of RÖSLER using his own testing equipment in order to separate parts/goods free of defects ("O.K.") and defective ("N.O.K.") parts/goods. The goods will be made available to the supplier for this purpose.
- (4) If the supplier does not comply with the request for complete inspection according to 8.(3), RÖSLER reserves the right to carry out this inspection itself and to charge the supplier with the costs incurred.

## 9. Claims for defects

- (1) RÖSLER shall be entitled to the statutory claims for defects in full. Notwithstanding the foregoing, RÖSLER shall be entitled to demand, at its own discretion, the removal of the defect or the delivery of a defect-free item or the production of a new work as supplementary performance. The supplementary performance shall be carried out in agreement with the contractual partner taking into account the operational interests of RÖSLER.
- (2) The supplementary performance must be carried out by the contractual partner in the EU territory or in a third country unless the item is located in the Federal Republic of Germany at the time of the notice of defect and a return transport to Germany is unreasonable from a legal or economic point of view. All costs associated with the return transport of the item to Germany for the purpose of subsequent performance shall be fully borne by the contractual partner.
- (3) RÖSLER shall be entitled to remedy the defect itself at the expense of the contractual partner without giving the contractual partner the opportunity for subsequent performance in case of imminent danger or special urgency.
- (4) In case of withdrawal, RÖSLER is entitled to continue to use the services of the contractual partner free of charge until a suitable replacement is found. In case of withdrawal, the contractual partner shall bear the costs of dismantling/removal of the return transport and shall be responsible for the disposal.
- (5) Claims for defects shall generally lapse within 30 months. In the case of items used for a building or services for a building, after 5 years and six months. The limitation period shall commence in each case with the transfer of risk in accordance with the above point 7 or acceptance of the performance.

- (6) In the event of a fruitless deadline for subsequent performance or if the supplier's interest in the delivery or subsequent performance no longer exists, additional expenses for covering purchases shall also be reimbursed by the supplier.

## **10. (Product) liability**

- (1) The statutory liability provisions shall apply.
- (2) In the event that a customer or other third party asserts a claim against RÖSLER on the basis of product liability, the contractual partner is obliged to indemnify RÖSLER against such claims, insofar as and to the extent that the damage has been caused by a defect of the product delivered by the contractual partner. In cases of fault-based liability, however, this shall only apply if the contractual partner is at fault. The contractual partner shall bear the burden of proof that the cause of the damage does not lie within its sphere of responsibility and, if applicable, that the contracting partner is not at fault.

Insofar as the contractual partner is liable thereafter, the contractual partner shall assume all costs and expenses, including the costs of any legal action or recall.

In all other respects, the statutory provisions shall apply.

## **11. Waste disposal**

Insofar as waste is generated in the course of the performance of the contract by the contractual partner, the latter shall recycle or dispose of the waste at his own expense in accordance with the provisions of waste legislation, unless otherwise agreed in writing. Ownership, risk and responsibility under waste management law shall pass to the contractual partner at the time the waste is generated.

## **12. Prices/invoicing**

- (1) The prices stated in the order are binding and - including all discounts, surcharges, packaging, freight and customs costs - are fixed prices plus statutory value added tax and include all ancillary services required for the performance of the contract.
- (2) Unless otherwise agreed, the invoices, which are to be issued in duplicate, are to be sent to the invoice address specified in the purchase order separately after the contract has been fulfilled. Order numbers shall be indicated. All invoicing documents shall be enclosed. The other agreement mentioned at the beginning concerns in particular the requirement of RÖSLER to request invoices as PDF by e-mail within the framework of the established AURA system.
- (3) Invoices for partial performance shall be marked Partial Performance Invoice, final invoices shall be marked Remaining Performance Invoice.
- (4) Original invoices may not be enclosed with the delivery of goods.



- (5) The supplier may only demand increases in the contractually agreed prices if a price escalation clause has been expressly agreed in the contract. This restriction shall not apply in the event of a change in the statutory rate of value added tax.

### **13. Terms of payment**

- (1) Payments shall only be due after complete receipt of the goods and the invoice as well as after the agreed delivery date.
- (2) Unless otherwise agreed, payments shall be made within 30 days from delivery and receipt of invoice subject to a 3% discount or within 60 days net.
- (3) Discount deduction is also allowed if RÖSLER offsets or withholds payments in an appropriate amount due to defects; the payment period starts after complete remedy of the defects.
- (4) Payments do not imply any acknowledgment of the performance as being in accordance with the contract.
- (5) RÖSLER shall only be in default if payment is not made in response to a reminder of the contractual partner which has been issued after the due date.
- (6) If advance payments have been contractually agreed, these advance payments shall only be due if RÖSLER has received from the contractual partner a directly enforceable guarantee of a credit institution or credit insurer admitted in the European Community or in a state of the contracting parties to the Agreement on the European Economic Area or in a state of the contracting parties to the WTO Agreement on Government Procurement securing the respective advance payment in terms of amount.

### **14. Setoff/assignment**

- (1) RÖSLER is entitled to set off all claims which a company of the RÖSLER Group has against the contractual partner against claims resulting from the individual orders.
- (2) Insofar as RÖSLER has claims against other companies belonging to the same group as the contractual partner, RÖSLER shall be entitled to withhold payments until the claims against this company have been settled.
- (3) Assignments as well as other transfers of rights and obligations of the contractual partner outside the scope of application of Section 354 a HGB ("Handelsgesetzbuch": German Commercial Code) are excluded.

### **15. Rights of use and property rights**

- (1) RÖSLER shall be entitled to use the subject matter of the contract including the underlying patent and other industrial property rights in its corporate area without any restrictions. This right of use also entitles to modifications of the subject matter of the contract and also includes illustrations, drawings, calculations, methods of analysis, recipes and other works manufactured or developed by the

contractual partner during the conclusion and performance of the contract. RÖSLER is allowed to hand over documents to third parties for the purpose of reproduction of spare and reserve parts as well as for modification.

- (2) The contractual partner guarantees that rights of third parties, in particular of his subcontractors, do not oppose the granting of the right of use and indemnifies RÖSLER from all claims in this respect.
- (3) The period of limitation for the duty to accept the freedom of conflicting property rights is 10 years, calculated from the conclusion of the contract.

## 16. Retention of title – Provision – Tools

- (1) Insofar as RÖSLER provides the contractual partner with parts, items, product descriptions, technical specifications, in text or data form within the scope of the contract performance, RÖSLER shall retain title to them. Processing or transformation of objects or parts by the contractual partner shall be carried out on behalf of RÖSLER. If these reserved goods are processed with other objects not belonging to RÖSLER, RÖSLER shall acquire co-ownership of the new object in proportion of the value of the object (purchase price plus VAT) to the other processed objects at the time of processing.
- (2) If parts or objects provided by RÖSLER within the scope of the execution of the contract are inseparably mixed with other objects which do not belong to RÖSLER, RÖSLER shall acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed objects at the time of mixing. If the mixing takes place in such a way that the item of the contractual partner is to be regarded as the main item, it shall be deemed agreed that the contractual partner transfers co-ownership to RÖSLER on a pro rata basis; the contractual partner shall keep the sole ownership or the co-ownership for RÖSLER.
- (3) Insofar as the contractual partner is contractually obliged to manufacture tools, the tools shall become the property of RÖSLER after completion and payment of the manufacturing costs. If the tools for the production of parts remain with the contractual partner, the handover of the tool shall be replaced by the fact that the contractual partner possesses the tools for RÖSLER and RÖSLER acquires indirect possession. RÖSLER shall provide the tools to the contractual partner for production purposes only. RÖSLER is entitled to demand the tools from the contractual partner at any time. In addition, the regulations mentioned in para. (4) shall apply.
- (4) RÖSLER shall retain ownership of the tools provided to the contractual partner. The contractual partner is obliged to use the tools exclusively for the production of the goods ordered by RÖSLER. Furthermore, the contractual partner is obliged to insure the tools belonging to RÖSLER at replacement value at own expense against damage by fire, water, theft and natural hazards. At the same time, the contractual partner hereby assigns to RÖSLER all claims for compensation resulting from this insurance; RÖSLER accepts the assignment. The contractor is obliged to carry out any necessary maintenance and inspection



work on the tools of RÖSLER as well as all maintenance and repair work at his own expense in due time. He must immediately notify RÖSLER of any disruptions; if he culpably fails to do so, claims for damages shall remain unaffected.

- (5) Insofar as the security rights to which RÖSLER is entitled according to para. (1) and/or para. (2) exceed the purchase price of all reserved goods not yet paid by RÖSLER by more than 10%, RÖSLER shall be obliged to release the security rights at the discretion of RÖSLER upon request of the contractual partner.
- (6) All documents handed over by RÖSLER remain property of RÖSLER. They must not be made accessible to third parties and have to be returned to RÖSLER completely and without request after the execution of the contract. Special experts and subcontractors engaged by the contractual partner are not considered to be third parties if they have committed themselves to secrecy towards the contractual partner in the same way. The contractual partner shall be liable for all damages incurred by RÖSLER due to the violation of this obligation.

## **17. Confidentiality and data protection**

- (1) The contractual partner is obliged to treat all information received during the performance of the contract as confidential without limitation. This shall not apply to information which was already known to the contractual partner upon receipt or of which the contractual partner has otherwise gained knowledge (e.g. from third parties without reservation of confidentiality or through his own independent efforts).
- (2) Obligation to comply with the data protection requirements according to the EU General Data Protection Regulation (GDPR). Insofar as the contracting parties come into contact with personal data in the area of responsibility of the other party, the following shall apply:

For its part, the contractual partner shall require its employees entrusted with the performance of the contract to observe confidentiality. The contracting parties shall comply with all provisions of the General Data Protection Regulation, the German Federal Data Protection Act and other regulations on data protection and shall process personal data only within the scope of the direct performance of their duties.

In the event of suspected faults, data protection violations or other irregularities in the performance of the contract, the contracting parties shall inform each other immediately.

The contracting parties shall also impose the confidentiality obligations they have assumed on all persons or companies commissioned by them within the scope of the aforementioned cooperation. Furthermore, they shall ensure that only such persons, employees or third parties who are commissioned by them within the framework of the aforementioned cooperation obtain knowledge of the matters requiring confidentiality only to the extent that this is necessary for the

performance of the contract. Upon request, each contractual partner shall disclose to the other within a reasonable period of time which persons or companies have been informed and which matters have been disclosed.

## **18. Publication/advertising**

An evaluation or disclosure of the business relations existing with RÖSLER in publications or for advertising purposes is only permitted with the express prior written consent of RÖSLER.

## **19. Other**

- (1) The place of performance for services is the destination specified by RÖSLER. The place of performance for payments is the registered office of RÖSLER.
- (2) The contractual relationship shall be governed exclusively by the formal and substantive law of the Federal Republic of Germany, with the exception of the conflict of laws provisions, and with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG). This does not affect the above agreements on points 3. (4) and (5), so that the legal provisions listed there remain valid.
- (3) Amendments/additions to the agreements, including amendments to the written form requirement, must be made in writing.
- (4) Insofar as the contractual partner is an entrepreneur (Section 14 BGB) and/or a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, it is agreed that disputes arising from the underlying contractual relationship may be brought exclusively before the court having jurisdiction for the registered office of RÖSLER, i.e. that it shall have local jurisdiction internationally and nationally. Furthermore, RÖSLER is entitled to sue at the court which is responsible for the registered office of the contractual partner.
- (5) Rösler Oberflächentechnik GmbH has committed itself to sustainability and operates an energy management system in accordance with ISO 50001. The requirements set forth therein also apply to the products and services purchased by Rösler. Thus, the supplier and his subcontractors shall commit themselves to the responsible use of energy and natural resources as well as to social responsibility in the manufacture of his products and within the framework of the processes. This applies to the entire supply chain, from raw material selection and energy-efficient and environmentally friendly production and handling to packaging, transport, use and disposal.
- (6) If individual provisions of these terms and conditions are or become void or invalid or objectively unenforceable, the remaining provisions shall nevertheless remain in effect. The parties agree that, by way of negotiation, the void, invalid or objectively unenforceable contractual clause shall be replaced by an agreement which comes as close as possible to the meaning.

## **B. Special Conditions for contracts for work and labor, contracts for work and materials and contracts for services**

### **1. Scope of application/deviations**

- (1) These Special Conditions shall apply in addition to the General Terms and Conditions of Purchase of the companies of the RÖSLER Group in case of the existence of a contract for work and labor, a contract for work and materials or a contract for services.
- (2) The receipt of the goods described in the General Terms and Conditions shall be replaced by the acceptance of the goods in the case of a contract for work and labor or a contract for work and materials and by the performance of the service in the case of a contract for services.

### **2. Performance and change of performance**

- (1) The contractual partner is obliged to carry out the work and services commissioned in accordance with the specifications provided by RÖSLER professionally, in accordance with the current state of the art and the statutory and trade association regulations and end customer provisions applicable at the place of performance.
- (2) Changes/extensions of the scope of the contract, the necessity of which only becomes apparent during the execution of the contract, shall be notified by the contractual partner to RÖSLER in writing without delay. The changes/extensions will only become legally effective with the written consent of RÖSLER.
- (3) Requests for changes by RÖSLER shall be reviewed by the contractual partner within 10 working days with regard to possible consequences and the result shall be communicated to RÖSLER in writing. The effects on the costs as well as the time and schedule must be pointed out in particular. If RÖSLER decides for the implementation of the changes, the contractual partners shall adjust the contract accordingly in writing.

### **3. Agreement on occupational health and safety**

- (1) The contractual partner shall only employ reliable and sufficiently qualified personnel in accordance with the requirements. Any necessary approvals and certifications shall be made available to RÖSLER upon request.
- (2) The equipment of the contractual partner's employees includes tools for assembly, maintenance and repair, which are necessary and safe for the execution of the assignment and which comply with the current state of the art and the regulations of the employers' liability insurance association.
- (3) It is the responsibility of the contractual partner to conduct annual safety training for their employees. Furthermore, the contractual partner shall ensure that their employees have PPE (personal protective equipment) available on the construction site and use this as prescribed.

#### **4. Use of subcontractors**

- (1) The use of subcontractors requires the prior written consent of RÖSLER.
- (2) If the contractual partner uses subcontractors without prior written consent, RÖSLER has the right to withdraw from the contract and/or to claim damages.

#### **5. Notification of concerns**

- (1) The contractual partner is obliged to notify RÖSLER immediately in writing of any reservations against the intended type of performance or against the performance of other contractors.

#### **6. Change of personnel**

- (1) RÖSLER is entitled to demand a replacement of the personnel if there is an important reason. This applies in particular if there are doubts about the necessary experience and/or qualification and/or occupational safety / environmental protection regulations are not observed. In this case, the contractual partner undertakes to provide a qualified replacement without delay. The agreed deadlines remain unaffected by this.
- (2) A replacement of the personnel by the contractual partner requires the consent of RÖSLER.
- (3) All costs associated with a change of personnel shall be borne by the contractual partner.
- (4) No costs will be charged for the employee for an appropriate period of orientation.

#### **7. Entering the factory premises**

- (1) Entry to the factory premises must be announced in good time.
- (2) The instructions of the RÖSLER specialist personnel must be followed.
- (3) Furthermore, the RÖSLER guidelines for external companies applies and must be strictly observed. This guideline can be viewed on the RÖSLER homepage at: [www.rosler.com](http://www.rosler.com).

#### **8. Complying with minimum wage regulations**

- (1) Within the framework of executing the contract for work (if applicable, service contract or performance contract) the contractual partner undertakes to comply with all statutory provisions, in particular with the law governing the general minimum wage (MiLoG ("Mindestlohngesetz": Minimum Wage Act) and the German Employee Posting Act in the currently applicable version and shall pay their employees a salary that is at least equal to the respective statutory minimum wage. The contractual partner is advised that not all remuneration components

are necessarily included when calculating correct amount of the minimum wage. It is therefore the sole responsibility of the contractual partner to determine the remuneration components to be included when calculating the minimum wage.

- (2) The contractual partner shall indemnify RÖSLER within the scope of the contract for work and services (if applicable contract for services or contract for performance) from all claims which employees of the contractual partner have according to the provisions of the Minimum Wage Act and/or the Employee Posting Act. This also applies to any necessary costs incurred by RÖSLER due to the assertion of claims by employees of the contractual partner or third parties (e.g. social security agencies). This indemnification agreement shall also include attorney's fees and court costs within the scope of the statutory provisions applicable in the Federal Republic of Germany for any necessary out-of-court or judicial legal defense or recourse in the event of a claim.

## 9. Acceptance

- (1) In case of a contract for work and labor or a contract for work and materials, RÖSLER shall accept the goods within a reasonable period of time.
- (2) Acceptance may also be refused by RÖSLER due to insignificant defects, unless the contractual partner proves that the defects are so insignificant that they do not affect the contractual use for RÖSLER in any way.
- (3) In all other respects the General Terms and Conditions of Purchase according to clause A. above shall apply, taking into account clause 19 (2) therein.

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