General Terms and Conditions (GTC) of SOUTH Automation Int. GmbH

§ 1 Scope

(1) These General Terms and Conditions (GTC) of SOUTH Automation Int. GmbH, Wasserweg 19, 64521 Groß-Gerau (hereinafter "SOUTH Automation"), in their respective current version apply to all contracts for deliveries and services between SOUTH Automation and entrepreneurs within the meaning of § 14 German Civil Code (BGB) as well as legal entities under public law.

(2) Deviating, conflicting or supplementary terms and conditions of the customer, including purchasing conditions or other business terms, shall not become part of the contract even if SOUTH Automation does not expressly contradict them. Such terms and conditions shall only apply if SOUTH Automation has expressly agreed to them in writing.

§ 2 Definitions

(1) "Customer" shall mean any legal entity, partnership or public institution (including authorities, statutory bodies, cities, municipalities and other public-law institutions) that enters into a business relationship with SOUTH Automation. Sales are made exclusively to business customers within the meaning of § 14 BGB and legal entities under public law.

(2) “Goods” shall mean all physical products distributed by SOUTH Automation, in particular machines, systems, accessories, and spare parts.

(3) "Software updates" shall mean digital performance components (e.g., programs, patches) provided to the customer as a download, via SD card or by a technician on site.

(4) "Maintenance services" shall include preventive maintenance measures and repair services, including all service tasks, inspections and maintenance measures agreed in separate maintenance agreements.

§ 3 Conclusion of Contract

(1) All offers of SOUTH Automation are non-binding unless they expressly include a binding period or expiration date.

(2) A contract is deemed concluded only upon dispatch of an order confirmation in text form (§ 126b BGB) or upon performance of the service.

(3) Orders may be placed through field sales, e-mail, WhatsApp, telephone or verbally. SOUTH Automation reserves the right to make acceptance of orders dependent on a positive credit check and the availability of the goods or services. SOUTH Automation further reserves the right to reject orders without stating reasons.

§ 4 Prices and Payment Terms

(1) The prices stated in offers or order confirmations are, unless otherwise agreed, exclusive of the applicable statutory value-added tax.

(2) Payments are due without deduction within 14 days of receipt of invoice, unless otherwise agreed.

(3) SOUTH Automation reserves the right to demand advance payments or securities from new customers or for larger individual orders. (4) In the event of default in payment, default interest of 9 percentage points per annum above the base rate (§ 288 BGB) as well as an administrative fee may be charged. Further claims remain unaffected.

§ 5 Delivery and Collection

(1) Deliveries are made ex works (EXW) in accordance with Incoterms 2020. The type of transport (air, sea or road) shall be agreed separately between SOUTH Automation and the customer. SOUTH Automation shall be free to choose the carrier and freight forwarder.

(2) At the customer's request, SOUTH Automation may provide personal delivery, installation, instruction and commissioning for an additional fee.

(3) The customer bears the costs of shipping and transport. These will be itemized separately in the offer, order confirmation or invoice. Collection is possible by prior appointment; the collection date must be communicated at least 3 working days in advance.

(4) Delivery times and dates are non-binding unless expressly agreed as binding. In case of expected delays, SOUTH Automation shall inform the customer without undue delay.

§ 6 Packaging, Disposal and Customer Cooperation under the EU Packaging Regulation (PPWR)

(1) SOUTH Automation places packaging on the market exclusively in accordance with the respectively applicable legal requirements. This includes, in particular, the Regulation (EU) on Packaging and Packaging Waste (Packaging and Packaging Waste Regulation – PPWR) in its currently applicable version, as well as the corresponding national implementation regulations (e.g., the German Packaging Act – VerpackG).

(2) Transport packaging shall be properly and lawfully disposed of by the Customer or, upon request, made available to SOUTH Automation for return. Return transport and disposal shall be at the Customer’s expense, unless otherwise expressly agreed in writing.

(3) The Customer shall cooperate, to a reasonable extent, in the fulfilment of statutory obligations relating to packaging, take-back, labelling and disposal within the meaning of the PPWR. This includes in particular the proper collection, separation, return or disposal of packaging in accordance with the applicable legal requirements.

(4) Upon request, the Customer shall provide SOUTH Automation with appropriate information or evidence insofar as this is required to fulfil statutory documentation, verification or information obligations and insofar as such information lies within the Customer’s sphere of responsibility or influence.

(5) Any further responsibility of SOUTH Automation for the disposal of packaging at the Customer’s premises shall exist only if expressly agreed in writing.

§ 7 Electrical and Electronic Equipment and Batteries

(1) The goods supplied by SOUTH Automation are intended exclusively for commercial users (B2B).

(2) To the extent legally permissible, the Customer shall be responsible for proper and lawful disposal of electrical and electronic equipment after the end of its useful life at its own expense. This applies

in particular to obligations under the German Electrical and Electronic Equipment Act (ElektroG) and the German Battery Act (BattG).

(3) Where products contain batteries, such batteries shall be handled and disposed of in accordance with applicable statutory provisions. In the case of permanently installed batteries, treatment shall take place as part of disposal of the complete device.

(4) Any mandatory statutory take-back obligations of SOUTH Automation shall remain unaffected. Where SOUTH Automation is legally required to take back products free of charge, or where a separate written agreement on take-back exists, such return shall be carried out via certified waste management companies.

(5) Where take-back is not mandatory under statutory law, any return shall be subject to a separate written agreement. Transport, treatment and disposal shall in this case be at the Customer's expense unless expressly agreed otherwise.

(6) SOUTH Automation shall be entitled to request or provide appropriate documentation to ensure compliance with statutory obligations regarding proper treatment and disposal.

(7) SOUTH Automation is duly registered as a producer within the meaning of the German Electrical and Electronic Equipment Act (ElektroG) and the German Battery Act (BattG) (WEEE-Reg.-Nr. DE 17245253; BattG-Reg.-Nr. DE 51593380).

(8) If the customer resells the delivered devices to third parties, the customer is obligated to contractually require such third parties to properly dispose of the devices at their own expense after the end of use or, in the event of further resale, to impose a corresponding obligation on the subsequent purchaser. If the customer fails to impose this contractual obligation, the customer shall be required to take back the delivered goods at their own expense after the end of use and to dispose of them properly in accordance with the statutory regulations.

§ 8 Retention of Title

(1) The delivered goods remain the sole property of SOUTH Automation until full settlement of all claims arising from the business relationship.

(2) The customer is entitled to resell the reserved goods in the ordinary course of business; the customer hereby assigns in advance all claims arising from the resale up to the amount of the invoice total to SOUTH Automation.

§ 9 Right of Withdrawal and Rescission

(1) A right of withdrawal under §§ 312g, 355 BGB exists exclusively for consumers and does not apply to business customers.

(2) Business customers shall have no right to rescind the contract unless SOUTH Automation expressly agrees in writing.

(3) Digitally delivered products (e.g., software updates) are excluded from the right of withdrawal once the download has begun or access data has been transmitted.

§ 10 Defect Liability and Limitation of Liability

(1) Warranty shall be governed by the statutory provisions (§§ 434 ff. BGB), unless otherwise agreed.

(2) Obvious defects must be notified in writing within 7 days of delivery; otherwise, the goods are deemed approved, unless the defect was not identifiable during a proper inspection (hidden defect) and is notified without delay upon discovery.

(3) SOUTH Automation shall, at its discretion, remedy defects or deliver replacements; if this fails, the customer may demand price reduction or rescission of the contract.

(4) Further liability claims – regardless of the legal basis – are excluded unless intent or gross negligence is present. Liability under the German Product Liability Act remains unaffected.

§ 11 Intellectual Property and License

(1) All copyrights, usage and other property rights in drawings, documentation and software remain with SOUTH Automation.

(2) The customer is granted a simple, non-transferable and unlimited license to use the delivered software; any further use requires written consent.

§ 12 Data Protection

(1) SOUTH Automation collects, processes and uses personal data of the customer solely within the scope of legal provisions.

(2) The data protection declaration is available at https://southautomation.net/privacy and will be provided on request in paper form.

§ 13 Jurisdiction and Applicable Law

(1) Exclusive place of jurisdiction for all disputes arising from this contractual relationship is Darmstadt.

(2) German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

§ 14 Severability Clause

Should any provision of these GTC be invalid or become invalid, the validity of the remaining provisions shall remain unaffected. The parties shall replace the invalid provision with a valid one that comes closest to its economic purpose.

§ 15 Reference to Maintenance Agreement

Maintenance services are governed by a separate maintenance agreement; reference is made to this in the respective order documents.