I. General
1. These Standard Terms and Conditions of Sale shall govern all product sales by RTS. Any conflicting, contrary or additional terms and conditions of the Purchaser shall only become part of the contract if and to the extent RTS has expressly agreed to their applicability. This express agreement by RTS shall always be required, also, for instance, if RTS effects a delivery without reservation in full knowledge of the Purchaser’s standard terms and conditions.
2. These Terms and Conditions of Sale shall only apply to transactions with business enterprises, public-law entities or special funds under public law.

II. Quotation, contractual documents, confidentiality
1. Any quotations placed without prior quotation shall only be deemed accepted upon RTS’s written acknowledgement.
2. Unless expressly stated otherwise, all quotations are non-binding.
3. If a quotation refers to a general product documentation or documents such as illustrations, drawings, or information on weights or dimensions, the same shall only serve as a guideline unless they are expressly designated or agreed as binding.
4. Unless specifically agreed otherwise, a contract shall only be deemed concluded upon RTS’s written acknowledgement of the order.
5. The Purchaser covenants to treat any and all commercial and technical details that are not common knowledge and are disclosed to the Purchaser as part of the business relationship (“Confidential Information”) confidential. The Purchaser shall inform RTS without undue delay about any loss, unauthorized publication or use of Confidential Information (e.g. as part of an information security incident) or any other violation of the confidentiality obligation and shall reasonably assist RTS in the recovery and prevention of any further distribution of the Confidential Information.
6. RTS undertakes not to disclose any information and/or documents designated as confidential by the Purchaser to any third party unless with the Purchaser’s prior consent.
7. Save as expressly agreed otherwise, RTS reserves any and all proprietary, copyright, patent and other industrial property rights and licences or rights of use in any specimens, samples, cost estimates, drawings and similar information in material and immaterial form, that RTS delivers or makes accessible to the Purchaser before or after the conclusion of the contract; without RTS’s prior consent, such documents and/or the information they contain may neither be made available to any third party, nor be used or copied beyond the extent necessary for the performance of the contract. RTS agrees not to make any information and/or documents designated by the Purchaser as confidential available to any third party unless with the Purchaser’s prior consent.

III. Price, payment, taxes
1. Unless agreed otherwise, all prices are quoted ex works including loading at our plant but not including packaging and unloading.
2. Taxes
   a) Save as agreed otherwise, prices are stated net of statutory turnover tax, sales tax, value-added tax or other similar taxes (hereinafter referred to as “turnover tax or similar taxes”). Any payable turnover tax or similar taxes shall be added to the prices. This shall not apply if the Purchaser is legally liable to pay the turnover tax or similar taxes and/or the reverse charge process is applicable.

   b) If the Purchaser’s national legislation demands the application of the reverse charge procedure or any other simplified procedure which obliges the recipient of a supply or service to self-assessment or the withholding of turnover tax or similar taxes, the Purchaser shall be obliged to make such self-assessment and/or withholding and to pay the respective amount over to the competent fiscal authorities within the periods allowed. If the application of the reverse charge procedure or any other procedure is optional, RTS will inform the Purchaser whether or not such a procedure is to be applied.

   c) The Purchaser shall support RTS to the best of the Purchaser’s ability in obtaining a tax exemption and/or satisfying the conditions of zero-rating. Upon RTS’s request, the Purchaser shall transmit to RTS all documents requested by RTS in this context within 14 calendar days (for instance, exemption certificates for supplies, evidence of intra-EU delivery or export certificates).

   d) If RTS is obliged to pay turnover tax or similar taxes under this item due to the Purchaser’s failure to comply with its duties, the Purchaser shall reimburse RTS for such turnover tax or similar taxes, unless the Purchaser is not responsible for the violation of this duty.

   e) The Purchaser and RTS shall each be responsible for the payment of their own taxes on income.

   f) Payments subject to tax withheld at source shall be governed by the following stipulations:

      i) If the Purchaser is obligated to withhold taxes from the payment to be made to RTS in the name and on behalf of RTS and to pay the same over to the local fiscal authority, the Purchaser shall be responsible for complying with this obligation. If the Purchaser fails to comply with this obligation and fails to withhold and pay such tax over to the fiscal authorities in whole or in part, the Purchaser shall compensate RTS for any loss resulting from a subsequent tax claim, unless the Purchaser is not responsible for the violation of this duty.

      ii) RTS shall be responsible for satisfying the formal conditions of a possible reduction of the withholding tax (if applicable down to zero-rating). Any required applications and residence certificates shall be provided by RTS. The Purchaser shall support RTS to the best of its ability in obtaining a reduction of the tax (if applicable down to zero-rating).

      i) If (a) a double taxation agreement (“DTA”) exists between Germany and the country of residence of the Purchaser or the country in which the activities are carried out by RTS and (ii) the conditions for a reduction of the withholding tax (if applicable down to zero-rating) are satisfied under the applicable DTA, the Purchaser may only retain the maximum withholding tax amount specified by the applicable DTA from the payments to RTS.

      iii) If the conditions under (i) and (ii) are not satisfied, the Purchaser shall withhold the withholding tax at Confidential Information. The Purchaser shall inform RTS without undue delay about any loss, unauthorized publication or use of Confidential Information (e.g. as part of an information security incident) or any other violation of the confidentiality obligation and shall reasonably assist RTS in the recovery and prevention of any further distribution of the Confidential Information.

IV. Delivery time, delay in delivery
1. The delivery time shall be as contractually agreed between the parties. The timely delivery by RTS shall be contingent upon the clarification of all commercial and technical issues between the parties and the Purchaser’s fulfilment of all its obligations such as the submission of any required official certificates or licences or the making of a down payment. Otherwise, the delivery time shall be extended for an appropriate period, unless RTS is responsible for the delay.

2. Timely delivery by RTS shall also be contingent upon RTS’s correct and timely receipt of own supplies. Should RTS become aware of possible delays in delivery by its own suppliers, RTS shall inform the Purchaser thereof as soon as possible.

3. Delivery shall be deemed to have been made within the agreed period if by the date on which the delivery time expires, the ordered goods have left RTS’s plant or RTS has informed the Purchaser that the ordered goods are ready for shipping.

4. If the shipping of the ordered goods is delayed for reasons for which the Purchaser is responsible, any costs resulting from such delay will be charged to the Purchaser beginning 14 days after the notice that the goods are ready for shipping.

5. If a delay in delivery is due to acts of God, labour disputes or other events or circumstances beyond RTS’s control, the delivery time shall be extended by an appropriate period. RTS shall inform the Purchaser as soon as possible of the beginning and the end of any such event or circumstance.

6. The Purchaser may terminate the contract with immediate effect if prior to the passing of the risk, it becomes impossible for RTS to effect full performance. The Purchaser may also terminate the contract if it becomes impossible to fulfil part of a purchase order and the Purchaser has a justified interest in refusing partial delivery. If this justified interest cannot be demonstrated, the Purchaser shall pay that part of the contractually agreed price that is attributable to the partial delivery. The same shall apply in case of RTS’s inability to perform. In all other respects, the stipulations of section IX 2 shall be applicable.
If the impossibility of performance or the inability to perform occurs during a delay in acceptance or if the Purchaser is solely or predominantly responsible for these circumstances, the Purchaser’s obligation to make counter-performance shall continue to be in full force and effect.

7. Any other claims resulting from a delay in delivery shall be exclusively governed by the provisions of section IX. 2. of these Terms and Conditions of Sale.

V. Passage of risk

1. Save as otherwise agreed in each individual case, the risk shall pass to the Purchaser as soon as the ordered goods have left the plant; this shall also apply if partial shipments are made or RTS has assumed other obligations e.g. payment of the shipping charges or bills of exchange. In the event of partial shipments, the risk shall also pass to the Purchaser if any of the partial shipments is delayed for reasons beyond RTS’s control, the risk shall pass to the Purchaser on the date of the notice that the goods are ready for shipping. RTS shall take out any insurance policies requested by the Purchaser for the Purchaser’s account.

3. Partial shipments shall be permitted unless they would be unreasonable for the Purchaser.

VI. Resolution of title

1. RTS reserves the title to the delivered goods until receipt of full payment of the present and future claim. A reservation of title (“Conditional Goods”) may be made subject to the statutory regulations, as per the applicable guidance for the operation of an industrial property right or the manufacturer’s use, defective assembly or the manufacturer’s prior obligations e.g. maintenance of the delivered goods.

2. Any goods subject to a reservation of title (“Conditional Goods”) may neither be pledged to any third party nor be assigned by way of security until full payment of the Secured Claims has been made. The Purchaser shall inform RTS without delay if and to the extent any Conditional Goods are seized by a third party.

3. In case of any breach of contract by the Purchaser, including but not limited to a default in payment, RTS may terminate the contract subject to the statutory provisions and may demand return of the Conditional Goods by reason of the reservation of title and the termination. If the Purchaser fails to pay the purchase price when due, RTS may only assert these rights after RTS has set the Purchaser an appropriate deadline for payment and that deadline has lapsed or the setting of such deadline is superfluous under the applicable statutory provisions.

4. The Purchaser may resell and/or process the Conditional Goods in the ordinary course of business subject to the following additional provisions:
   a) The retention of title shall extend to the full value of the products created by processing the Conditional Goods or mingling or combining Conditional Goods with other products; in this respect, RTS shall be deemed to be the manufacturer. If Conditional Goods are processed, mingled or combined with goods of third parties, and such third parties retain their rights of ownership, RTS shall acquire a pro-rata co-owner’s interest based on the invoiced values of the processed, mingled or combined goods. In all other respects, the resulting product shall be subject to the same provisions as the Conditional Goods.

b) The Purchaser already now assigns to RTS by way of security any accounts receivable from third parties resulting from the resale of Conditional Goods or the product in their full amount or, if applicable, in the amount of RTS’s co-owner’s interest as provided for in the above paragraph and RTS accepts such assignment. The Purchaser’s duties stated in subsection 2 shall also apply with respect to the assigned accounts receivable.

c) The Purchaser shall have the right to collect accounts receivable apart from RTS. RTS agrees not to collect any accounts receivable as long as the Purchaser is not in default in payment, no petition to open insolvency proceedings is filed and no other defect in its ability to perform exists. Otherwise, RTS may demand that the Purchaser informs RTS about the assigned accounts receivable and their debtors, provides all information required for collection, hands over the related documents and informs the debtors (third parties) about the assignment.

d) If the realizable value of the securities exceeds RTS’s claims by more than 10%, RTS shall release securities at its choice if so requested by the Purchaser.

VII. Warranty claims

To the exclusion of any and all further claims and subject to the stipulations of section IX. RTS shall be liable for any defects in quality and defects in title as follows:

1. Defects in quality
   a) Should any defects be discovered that are due to an event or circumstance prior to the passage of the risk, the related parts shall at RTS’s discretion be reworked or replaced. Parts that are free of defects. RTS shall be informed in writing without delay as soon as any such defects are discovered. Replaced parts shall become the property of RTS. The subsequent performance shall neither include the removal of the defective delivery item nor the installation of the replacement part unless

RTS was obliged to install the original part.

b) Upon consultation with RTS, the Purchaser shall allow RTS the required time and opportunity to perform all the rework and replacements that RTS considers necessary, if the Purchaser fails to do so, RTS shall be released from any liability for the resulting consequences. The Purchaser may only rectify the defect itself or have the defect rectified by a third party in urgent cases of an operational safety hazard and/or in order to prevent a disproportionately high loss or damage, and in such cases, the Purchaser may demand reimbursement of the required expenses by RTS.

c) If a defect already exists, RTS shall bear the costs of the subsequent performance, including but not limited to the costs of transport, travelling, labour and material (not, however, the costs of removal and installation in the case described in section VII.1.a)) unless this would create a disproportionately high burden to RTS. Should a demand by the Purchaser to rectify a defect turn out to be unfounded, RTS may demand reimbursement of the expenses caused by such demand from the Purchaser.

d) If RTS allows an appropriate time that has been set for reworking or replacement on account of a defect in quality to lapse without effect, the Purchaser shall have a right to terminate the contract subject to the statutory regulations and considering the statutory exceptions. If the defect is not material, the Purchaser shall only be entitled to reduce the contract price. In any and all other respects, the right to reduce the contract price shall be excluded.

e) Any further claims shall be exclusively governed by the provisions in section IX.2 of these Terms and Conditions of Sale.

f) RTS’s liability shall be excluded in particular in the following cases:
   - unsuitable or improper use, defective assembly or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent treatment, use of unsuitable supplies, defective construction work, unsuitable subsoil, chemical, electro-chemical or electrical influences, fire, flooding, other influences, unless these are RTS’s responsibility
   - if the Purchaser or a third party performs improper rework, RTS shall not be liable for the resulting consequences. The same shall apply to any modifications of the delivered goods made without RTS’s prior consent.

2. Defects in title
   a) If the use of the delivered goods infringes any industrial property right or a copyright in Germany, RTS shall at its own cost procure the Purchaser the right to continue using the delivered goods or modify the delivered goods – in a way that is reasonable for the Purchaser to the effect that the infringement no longer exists – provided that if this is not possible at a reasonable expense or within a reasonable period, the Purchaser and/or RTS may terminate the contract.

In addition, the Purchaser is indemnified for and against any and all claims asserted by the holder of the respective rights, provided such claims are undisputed or have been finally determined to be legally valid.

b) Subject to the provisions of section IX.2, RTS’s obligations in case of an infringement of an industrial property right or copyright are stated conclusively in section VII.2.a). These obligations shall only exist if
   • the Purchaser informs RTS without undue delay about any alleged infringement of an industrial property right or copyright
   • the Purchaser reasonably supports RTS in the defence against the alleged claims and/or allows RTS the performance of the modifications described in section VII.2.a)
   • any and all preventive measures including out-of-court settlements remain reserved to RTS
   • the defect in title is not due to an instruction given by the Purchaser
   • the infringement was not caused by an unauthorized modification of the delivered goods by the Purchaser or by the Purchaser’s use of the delivered goods in a way that is not in conformity with the contract.

VIII. Service and maintenance work

To the extent technically possible, the Purchaser shall plan and ensure that RTS has free access to the installed delivered goods, in order to perform service and maintenance work. RTS’s assembly or fitting instructions shall be observed.

IX. Liability of RTS, disclaimer

1. If the Purchaser cannot use the delivered goods as provided for in the contract because RTS failed to make proposals, liability for or because RTS made incorrect proposals or gave incorrect advice either before or after the conclusion of the contract or because of RTS failed to fulfill any other collateral contractual duties, including but not limited to providing guidance for the operation and maintenance of the delivered goods, the stipulations in sections VII.
and IX. 2 shall apply and any and all further claims of the Purchaser shall be excluded.

2. For any loss or damage not caused to the delivered goods themselves, RTS shall – regardless of legal grounds – only be liable
   a) in case of intent
   b) in case of gross negligence on the part of the owner/the executive bodies or executive staff
   c) if RTS is at fault for an injury to life, body or health
   d) in case of a fraudulent non-disclosure of defects by RTS
   e) occurrence of defects RTS had guaranteed to be absent
   f) in case of defects in the delivered goods, to the extent the German Product Liability Act stipulates liability for personal injury and material damage to privately used objects.

If RTS is at fault for a breach of material contractual obligations, RTS shall also be liable for the gross negligence of non-executive staff and for slight negligence; in the latter case, RTS’s liability shall be limited to the typical loss or damage that may reasonably be expected.

Any further claims shall be excluded.

X. Limitation

Any and all claims of the Purchaser – regardless of the form of action – shall become statute barred after twelve (12) months. Claims for damages according to section IX. 2a) to d) and f) shall be governed by the statutory periods of limitation. The statutory periods of limitation shall also apply to any defects at a building or at delivered goods that in accordance with their customary kind of use have been used for a building and have caused its defectiveness.

XI. Use of software

1. If the scope of delivery includes any software, the Purchaser is granted a non-exclusive licence to use the supplied software including its documentation. The software is supplied for use on the intended delivered goods. The use of the software on more than one system shall not be permitted.

2. The purchaser may only copy, revise, translate or convert software from its object code into its source code to the extent permitted by law (sec. 69 a ff. of the German Copyright Act (UrhG)). The Purchaser undertakes not to remove any manufacturer information, including but not limited to any copyright notice. The Purchaser further undertakes not to modify any such information, unless the Purchaser has obtained RTS’s prior express consent to do so.

3. Any other rights in the software and the documentation and copies thereof shall remain with RTS or the software supplier. The Purchaser may not grant any sublicenses. If the Purchaser sells the delivered goods, the Purchaser shall have the right to transfer the software supplied with the delivered goods including the related documentation to the buyer.

XII. Applicable law, jurisdiction

1. Any and all legal relations between RTS and the Purchaser shall exclusively be governed by the law of the Federal Republic of Germany applicable to the legal relations between German parties.

2. Exclusive place of jurisdiction for any and all legal disputes arising out of or in connection with the legal relations between RTS and the Purchaser shall be the competent court at RTS’s registered office, provided that RTS may bring an action at the Purchaser’s registered office.