

**General Terms and Conditions
of PTM GmbH**

A. General terms

I. General terms and scope

1. These Terms and Conditions of sale, delivery and assembly apply to all transactions between PTM GmbH, Bergerhausen 5, 87719 Mindelheim, Germany, represented by the Managing Director Werner Maier, hereinafter referred to as "PTM", and its customers, insofar as these are not consumers within the meaning of the German Civil Code (BGB). According to this, Customers can only be the following: Entrepreneurs (Section 14 BGB), legal entities under public law or special funds under public law.
2. These General Terms and Conditions are an integral part of all contracts which PTM concludes with its business partners and customers regarding deliveries and all other services provided. They also apply to all contracts – including future contracts – for deliveries or other services, including contracts for labour, work and materials.
3. General terms and conditions of the Customer or third parties shall not apply, even if PTM does not expressly object to their conditions in individual cases. The Terms and Conditions set out here shall also apply if PTM carries out a delivery to the Customer without reservation despite knowledge of terms and conditions of the Customer that contradict or deviate from these General Terms and Conditions. Even if PTM makes reference to written communication from the Customer containing or referring to such terms and conditions, this does not constitute an agreement on the part of PTM to the validity of these terms and conditions.
4. All provisions are only valid in written form (Section 126(b) BGB). Any other legally relevant declarations and notifications which the Customer makes to PTM after conclusion of the contract (setting of deadlines, reminders, declaration of withdrawal) are only valid in written form.
5. Any separate agreements made with the Customer in individual cases (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these General Terms and Conditions. A contract or the Customer's written confirmation is decisive for the content of such an agreement.
6. Any breach or failure on the part of PTM to enforce or exercise its rights according to these Terms and Conditions shall not in any way be understood as waiving these rights or any other rights which may apply under these Terms in the future.
7. References to the validity of statutory provisions are made for clarification purposes only. Therefore, the statutory provisions shall apply even without such clarification, provided that they are not directly amended or expressly excluded in these General Terms and Conditions.
8. Should any provision of these General Terms and Conditions and any further agreements be or become invalid, this shall not affect the validity of the remaining provisions or agreements. The contractual parties shall however strive to replace the invalid provision with one that most closely corresponds to the economic purpose of the original provision. This does not apply if the continuation of the contract would constitute an unreasonable hardship for either contractual party. The same applies if a loophole should arise in the provisions or further agreements.
9. Section names are non-binding and do not extend or restrict the content of the provisions.
10. The language of the contract is German. Should the General Terms and Conditions be translated into another language, the content of the German language version shall apply in case of doubt as to their content.
11. Section A of these Terms shall apply to every type of contract, Section B shall also apply to assembly and service work in the case of purchase and delivery contracts, and Section C shall also apply to warranty claims.

II. Offers and service descriptions, offer materials and confidentiality

1. PTM's offers are non-binding and subject to change without notice. An order placed by the Customer without a previous offer is not considered accepted until PTM has confirmed it. Unless otherwise stated in the order, PTM shall have the right to accept this contract offer within four weeks of its receipt. Acceptance by PTM takes place at least in written form, in accordance with Section 126(b) BGB, in writing or by email. The delivery of the goods to the Customer once or several times does not in any case imply acceptance of the orders under the Customer's terms insofar as these deviate from PTM's offer.
2. Verbal agreements and assurances made by the employees of PTM shall only become binding upon our confirmation at least in written form in accordance with Section 126(b) BGB.
3. The information, illustrations, drawings, technical data and the service descriptions in the catalogues, brochures and advertisements are always non-binding and shall not lead to any agreement in terms of quality, unless they are expressly designated as binding in the order confirmation.
4. PTM reserves all rights of ownership and copyright, patent or other intellectual property rights or respective usage rights to any cost estimates, samples, drawings or physical and non-physical information made available by PTM before or after the conclusion of the contract. Such documents or their contents may only be used or reproduced by express agreement. Such documents may not be made available to third parties and must be returned upon request. Third parties also include companies affiliated with the Customer in terms of personnel or corporate law.
5. Furthermore, the Customer shall maintain the confidentiality of all commercial and technical details that are not in the public domain and which are disclosed to them through the business relationship (confidential information).

III. Conclusion of the contract

1. The contract concluded at least in written form (Section 126(b) of the German Criminal Code), including these General Terms and Conditions, is solely relevant for the legal relationships between PTM and the Customer. It shall fully reflect all agreements between the contracting parties on the subject matter of the contract. Oral promises by a contracting party prior to the conclusion of the contract are not legally binding and any verbal agreements concluded by the contracting parties shall be replaced by the contract in written form, unless the oral promise expressly stipulates that it should continue to be binding.
2. Supplements and amendments to the concluded agreements, including these General Terms and Conditions, must be made in writing in order to be valid. In particular, transmission by fax or by email is sufficient for this purpose.
3. Information provided by PTM on the delivery item or service (e.g. weights, dimensions, use value, load-bearing capacity and technical data) and any representations thereof (e.g. drawings and illustrations) are not fixed values in terms of guaranteed properties, but rather only descriptions or characterisations of the delivery item or service, unless they have been expressly guaranteed as exact values in PTM's offers or order confirmations. The requirement exists even in the absence of precisely matching values so that the supplier's item or service can be used for the intended purpose as defined in the contract. Deviations customary in trade and deviations that are based on legal regulations or represent technical improvements are permitted, in addition to the replacement of components with equivalent parts, provided that they do not impair usability for the intended purpose as defined in the contract.

IV. Payment and invoicing

1. Invoiced amounts shall be paid within seven days without any deduction, unless otherwise indicated on the invoice or agreed. The payment date shall be the date on which the payment is received by PTM or credited to one of our accounts. If the Customer fails to make payment by the due date, the outstanding amounts shall bear interest from the due date at a rate of 8% p.a. above the statutory prime rate. This does not restrict PTM's right to claim higher interest and further damages in the event of delay.
2. If, after the conclusion of the contract, it becomes apparent that PTM's claim for payment is jeopardised by the Customer's inability to pay, PTM may refuse performance and set a reasonable deadline for the Customer to pay concurrently with delivery or provide security. Should the Customer refuse to pay or fail to pay before expiry of the deadline, PTM shall have the right to withdraw from the contract and to claim compensation for damages. A risk exists in such cases as when the Customer fails to make a payment by the due date, an application for insolvency or other applications are filed against the Customer's assets, or if a credit report or other circumstances objectively indicate a risk.
3. Offsetting against counterclaims of the Customer or the retention of payments due to such claims shall only be permissible insofar as the counterclaims are undisputed or have been legally established. PTM shall have the right to set-off and retention even if its claim against the Customer is not based on the same legal relationship as its own obligation.
4. If, after conclusion of the contract, PTM becomes aware of circumstances that are capable of significantly reducing the creditworthiness of the Customer and under which the Customer's payment of PTM's outstanding claims arising from the respective contractual relationship is jeopardised, PTM shall have the right to perform or provide outstanding deliveries or services only against advance payment or security.

V. Retention of title and returns

1. The retention of title agreed below serves to secure all current and future claims that PTM has against the Customer from the existing business relationship concerning the production and delivery of the delivery items (including balance claims from a current account relationship limited to the delivery relationship). The delivery items delivered by PTM to the Customer shall remain the property of PTM until all secured claims have been paid in full. The delivery items covered by the retention of title shall be referred to as reserved goods.
2. The Customer shall store the reserved goods free of charge for PTM.
3. In the event of conduct in breach of contract – in particular, in the event of culpable default of payment on the part of the Customer – PTM shall be entitled to take back the delivery item. The return of the delivery item shall not constitute withdrawal from the contract unless this has been expressly declared by PTM beforehand. After the return of the delivery item, PTM shall have the right to use or dispose of it. However, PTM shall only have the right to use or dispose of the delivery item if the company has previously declared its withdrawal in a legally valid manner. The proceeds of the use or disposition shall be credited against any claims against the Customer due to withdrawal from the contract (damages, reimbursement of expenses, etc.) – less reasonable disposition costs.

If PTM takes back the delivery item, it shall have the right to charge the Customer an impairment loss of 25% for the first half-year of use of the delivery item without proof of damage, and an impairment loss of 20% for each additional half-year. The right of the Customer to prove a lower impairment value remains unaffected.
4. During the existence of the retention of title, the Customer is prohibited from pledging or transferring by way of security. In the event of seizure, confiscation or other injunction or intervention by a third party, the Customer shall immediately notify PTM in writing and hand over all documents required for a defence so that PTM can enforce its property rights. If the third party is unable to reimburse PTM in the event of a claim for the legal and out-of-court costs, the Customer shall be liable for the loss incurred by PTM.
5. The Customer shall be entitled to resell and/or process the reserved goods in the ordinary course of business, in particular, to integrate them into their products and/or to sell them



as part of the Customer's products in the ordinary course of business until such time as the enforcement event occurs. In this case, the following provisions shall apply in addition:

- a) Each processing of the delivery item subject to retention of title (reserved goods) and its connection with external components by the Customer or third parties shall be carried out for PTM. PTM shall be entitled to co-ownership of newly created items according to the value of the delivered item. If the reserved goods are inseparably connected with other goods not belonging to PTM through processing, PTM shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other connected products at the time of the connection. If the connection is made in such a way that the Customer's object is to be regarded as the primary object, it is agreed that the Customer shall transfer co-ownership to PTM pro rata. PTM shall accept this transfer. The Customer shall hold in safekeeping the resulting sole or co-ownership of the object free of charge for PTM.
- b) The Customer hereby assigns to PTM by way of security the claims against third parties arising from the resale of the reserved goods or also as part of the Customer's products in total or in the amount of any co-ownership share of PTM in accordance with the preceding paragraph. PTM shall accept the assignment. The duty of the Customer to provide information in accordance with V Subparagraph 2 Clause 2 shall also apply in view of the assigned claims.
- c) The Customer remains authorised to collect the claim along with PTM. PTM shall not collect the claims as long as the Customer meets their payment obligations toward PTM, does not default on payment, no application for the opening of insolvency proceedings has been filed and there is no other performance deficiency. Should this be the case, however, PTM may demand that the Customer disclose the assigned claims and their debtors to PTM, provide all the information required for collection, hand over the corresponding documents and inform the debtors (third parties) of the assignment.
- d) If the realisable value of the securities exceeds PTM's claims by more than 30%, PTM shall release the securities of PTM's choice at the Customer's request.

VI. Disruptions in performance and defects

1. If the duty to perform is excluded or can be excluded for the reasons stated in the law (Section 275 BGB), the Customer may demand compensation for damages and/or withdraw from the contract, unless PTM is not responsible for the reason that led to the exclusion of the duty to perform. However, the Customer's one-time claim for damages is limited to 5% of the value of the part of the delivery that cannot be used in time or in accordance with the contract due to the exclusion of the duty to perform. Further claims for damages due to the exclusion of the duty to perform shall be governed exclusively by Section VII of these Terms and Conditions. If the service is partially executed, the Customer may only withdraw from the contract if they can be proven that the partial service does not serve their interests. If the Customer is not entitled to withdraw thereafter, they may demand a reasonable reduction of the consideration or refuse payment for the part of the performance for which the duty to perform is excluded. Withdrawal is also excluded if the Customer is solely or largely responsible for the circumstance leading to the exclusion of the duty to perform, or if the Customer is in default of acceptance and PTM is not responsible for the circumstances leading to the exclusion of the duty to perform. In such cases, the Customer is still required to pay for the service.
2. If strike or lockout, force majeure or the occurrence of other unforeseen events beyond the control of PTM considerably alter the economic significance or content of the delivery or have a significant effect on the operation of PTM and these events are not merely temporary, the contract shall be adjusted accordingly in good faith. If this is not economically justifiable, PTM may withdraw from the contract or, insofar as a continuous supply relationship is concerned, terminate the contract for good cause.
3. There shall be no claims for material defects in the event of only a minor impairment of usability, natural wear or damage that arises after the transfer of risk due to improper or negligent handling, excessive stress, unsuitable equipment, defective construction or assembly work on the part of the Customer or the processor in the supply chain or the end user, unsuitable building ground, chemical, electrochemical or electrical influences, or due to exceptional external influences for which PTM is not responsible. If the Customer or a third party improperly carries out further processing, changes or repair work, there shall be no claims for defects or other claims for these and the resulting consequences. This shall also apply if the Customer or a third party has attached or installed external parts.
4. Used items shall be delivered in agreement with the Customer in individual cases, with the exclusion of any warranty for material defects. A process guarantee for the process objectives pursued by the Customer with the delivered items in combination with other process steps is also excluded. In particular, PTM does not provide any process guarantee with regard to freedom from sediment, mixing or achievement of a flow rate in the plants equipped with PTM's delivery items. Nor shall there be any claims due to defects if the Customer has failed to inspect the delivery item carefully immediately after delivery by PTM, insofar as reasonable in the ordinary course of business, and to immediately notify PTM in writing of any defects that are detected. If defects cannot be detected despite the inspection (hidden defects), these must be reported in writing immediately after they are detected. In the absence of timely written notification, claims for such defects are excluded.
5. If the delivery item has been altered and assembled by the Customer or third parties during installation with external parts, defects resulting from this additional equipment and assembly are excluded. Furthermore, a warranty for defects shall not be granted if the Customer does not follow all installation and operating instructions of the supplier and manufacturer. Natural wear and tear and damage arising from negligent or improper handling, and in particular by excessive stress on the delivery item, are excluded from the warranty.
6. In the event of material defects within the warranty period, PTM shall, at its discretion, repair the defective parts free of charge or deliver new parts (supplementary perfor-

mance). In the event of repair, the Customer must provide PTM with the delivered parts in a dismantled state. PTM may refuse supplementary performance if it is disproportionately labour and/or cost-intensive.

7. The Customer is only entitled to remedy the defect themselves, have it remedied by third parties or to demand reasonable compensation from PTM for their costs in urgent cases of risk to operational safety or other safety concerns. The Customer must obtain the prior consent of PTM before remedying any defects themselves. The Customer may also perform their own remedial work in case of default on the part of PTM in remedying the defect. If the Customer or a third party remedies the defect, PTM shall reimburse at most the costs that PTM would have incurred in remedying the defect itself.
8. PTM is not required to carry out tests and is not liable for defects in service parts supplied to it by the Customer or by an intermediary supplier selected by the Customer.
9. For other third-party products used by PTM in the manufacture of the delivery item without any material processing, PTM may limit its liability to the assignment of the warranty claims to which it is entitled against the subcontractor. If PTM exercises this right, it shall be subordinately liable for the claims that the Customer was unable to enforce with the subcontractor in the legal proceedings to be conducted in advance. PTM will assist the client in this legal process, joining as an intervening party if necessary.
10. Further claims against PTM, its organs, its legal representatives and/or its vicarious agents for damages or reimbursement of expenses, e.g. Customer's loss of profit, are excluded. This shall not apply insofar as PTM, its organs, its legal representatives and/or its vicarious agents are charged with intent or gross negligence and/or in the event of a violation of essential contractual obligations. In the event of a violation of essential contractual obligations, however, the scope of liability is limited to compensation for typical foreseeable damages if PTM, its organs, its legal representatives and/or its vicarious agents are only charged with simple negligence.
11. Subject to a different agreement with the Customer, the warranty period is 12 months from the transfer of risk for new parts, and 6 months for refurbished parts.

VII. Liability and indemnification

1. Unless otherwise stated in these General Terms and Conditions of Delivery or applicable mandatory legal provisions, claims for damages and expenses asserted by the Customer against PTM, its organs, its legal representatives and/or its vicarious agents, irrespective of the legal basis, in particular due to violations of the contractual relationship and/or from tort, are excluded. This shall not apply insofar as PTM, its organs, its legal representatives and/or its vicarious agents are charged with intent or gross negligence and/or in the event of a violation of essential contractual obligations. In the event of a violation of essential contractual obligations, however, the scope of liability is limited to compensation for typical foreseeable damages if PTM, its organs, its legal representatives and/or its vicarious agents are only charged with simple negligence, whereby for simple vicarious agents, this limitation of the scope of liability applies in the event of any negligence. Furthermore, liability shall not be limited if PTM is liable under the law, e.g. under the German Production Liability Act and/or in the event of injury to life, limb or health.
2. In all other respects, however, PTM shall be liable to the Customer to the extent that PTM's existing business liability insurance provides compensation. The business liability insurance is based on the General Conditions of Insurance for Liability Insurance (AHB).
3. The legal statute of limitations shall apply to all claims for damages.
4. Claims for defects in title due to infringement of property rights and copyrights (property rights) of third parties only exist if these rights exist in the Federal Republic of Germany. Furthermore, PTM shall only be liable if the Customer uses the item in accordance with the contract and third parties therefore make justified claims against the Customer. PTM is also excluded from liability for the infringement of third-party property rights if the Customer itself violates legally protected procedures or property rights of third parties in using the delivery item supplied by PTM and used in its plants in processes.
5. If circumstances arise that could lead to a recall or similar action of the products delivered by PTM to the Customer, the party that first obtains evidence or knowledge of such circumstances shall immediately inform the other party. Actions to withdraw the product from the market or modify the product in the market shall be coordinated with the other party, insofar as they may affect their interests. The parties will cooperate to the best of their ability in such cases. PTM shall only be liable for such actions if this is mandatory by law.
6. Unless otherwise stated in these General Terms and Conditions of Delivery or other agreements with the Customer, PTM shall not be liable for any changes made by the Customer to the scope of delivery of PTM without the prior written consent of PTM in the delivery of standard components according to specification or sample. Furthermore, PTM shall not be liable for causes of damage due to the installation or integration of PTM delivery volumes in a particular environment by the Customer, unless PTM has given its prior written consent to the Customer's course of action, knowing all circumstances.
7. If third parties assert claims against PTM, but the aforementioned prior written consent required by PTM has not been obtained and a cause of damage cannot be determined within PTM's area of responsibility, the Customer shall release PTM from these third-party claims.

VIII. Guarantee

1. PTM's acceptance of guarantees and property designations or the procurement risk must be given expressly, designated as such, and must be in writing.
2. Any other information that PTM provides to the Customer shall not at any time constitute a guarantee or assumption of the procurement risk.



IX. Withdrawal by PTM

1. PTM may withdraw from the contract in whole or in part if
 - a) application to open insolvency proceedings against the Customer's assets is being filed, or the opening of such proceedings is rejected, PTM receives a written credit report indicating that the Customer is not creditworthy or the Customer is ceasing or is threatening to cease their business operations for other reasons.
 - b) the delivery or assembly date is delayed in accordance with these conditions and PTM is no longer interested in delivery or assembly as a result of the delay,
 - c) material circumstances that were the basis for the conclusion of the contract have changed to such an extent that PTM cannot be expected to adhere to the contract.
2. The statutory rights to withdrawal shall remain unaffected in this respect.

X. Place of jurisdiction/place of performance

1. The place of performance for all obligations arising from the contractual relationship is the registered office of PTM Mindelheim, Germany, unless otherwise agreed.
2. The law of the Federal Republic of Germany shall apply to these General Terms and Conditions and all legal relations between the Customer and PTM, excluding all international and supranational contractual laws, in particular the UN Convention on Contracts for the International Sale of Goods. The conditions and effects of the retention of title are governed by the law at the respective storage location of the item, insofar as the choice of law in favour of German law is inadmissible or invalid thereafter.
3. If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, Memmingen, Germany, shall be the exclusive and international place of jurisdiction for all legal matters. However, PTM also has the right to bring an action at the place of destination of the delivery obligation.

B. Terms and conditions of sale and delivery

I. Transfer of risk and delivery

1. If PTM does not expressly assume the shipping of the goods and the associated risks (material and price risk) by means of appropriate delivery clauses, the risk shall pass to the Customer when readiness for shipment is notified. This shall also apply if partial deliveries are made or PTM has agreed to perform other services (e.g. assembly). Acceptance or receipt may not be refused due to minor defects. If shipping or acceptance is delayed through no fault of PTM, the risk shall pass to the Customer upon readiness for acceptance.
2. Unless otherwise agreed, the Customer shall bear the costs for packaging, loading and unloading, freight and installation.

II. Prices

1. PTM's prices are ex works, net cash, plus statutory VAT or other local taxes, unless otherwise agreed.
2. The shipping packaging is also not included in the prices communicated by PTM. No packaging of any kind will be taken back.
3. Unless otherwise agreed, the prices and conditions of the documents valid at the time of conclusion of the contract shall apply. If fees or other external costs change later than six weeks after the conclusion of the contract, which are included in the agreed price or are new, PTM shall be entitled to a corresponding price change.
4. The prices are calculated based on the cost of the offer. In the event of changes in material prices, wages, currency fluctuations, statutory value added tax or other cost factors such as energy supply costs, disposal costs or public charges, PTM reserves the right to adjust prices after timely notification to the Customer.

III. Delivery periods and delivery dates

1. PTM's delivery obligation is subject to the correct and timely delivery by its own suppliers, unless the incorrect or delayed delivery or failure to deliver is due to reasons for which PTM is responsible.
2. Binding dates for delivery (delivery dates) must be expressly agreed as such. An agreed period for delivery (delivery period) shall only commence upon receipt of our written order confirmation by the Customer, but not before the Customer has provided the information, technical data and documents to be obtained. Fixed dates are only agreed as fixed dates within the meaning of the German Commercial Code if they are expressly designated as such.
3. After the conclusion of the contract, any agreed changes or extensions of the original scope of the order shall cause the original delivery periods or dates to be extended or postponed accordingly.
4. Compliance with delivery dates shall be determined based on the date of dispatch ex works. They shall be deemed to have been complied with upon notification of readiness for shipment.
5. The delivery date shall be reasonably postponed in the event of strike and lockout, failure to supply PTM or failure to supply PTM on time, in cases of force majeure and in the event

of unforeseen events beyond PTM's control. PTM will inform the Customer of the occurrence and expected duration of such events.

The delivery date shall also be postponed if the Customer is in arrears with their payment and other obligations, specifically by the duration of the arrears or, if technical or business questions remain unanswered, by the amount of time required to clarify such questions. As long as PTM is not responsible for the events referred to in this paragraph, the Customer may not withdraw from or terminate the contract.

6. Insofar as PTM is in default of delivery and the Customer suffers damage from the delay, the Customer shall be entitled to compensation for delay of no more than 0,5 % for each completed week of the delay, but in total not more than 3 % of the purchase price of the partial delivery that, due to the delay, cannot be used in time or in accordance with the contract. The Customer reserves the right to prove higher damages caused by delay. This shall not affect the right to withdraw from or terminate the contract under the legal conditions due to a delay in delivery for which PTM is responsible if PTM fails to perform before the expiry of a reasonable deadline set by the Customer.
7. If PTM is in default of delivery, the Customer shall, at PTM's request, specify the revised date for the delivery within a reasonable time period. If transport is delayed after readiness for shipment due to reasons for which PTM is not responsible, the Customer shall be charged, beginning with the notification of readiness for shipment, for the costs incurred due to storage, for storage at PTM's plant at least 0,5 % of the net invoice amount for each month. The Customer reserves the right to prove lower storage costs. This shall not affect any further claims of PTM.
8. If the Customer has their registered office in Germany, the following applies: For set-off in insolvency, the Customer and PTM shall enter into the following agreement pursuant to Section 94 of the Insolvency Regulation: If the Customer becomes insolvent, PTM's claims against the Customer become due upon the opening of insolvency proceedings, even if they would otherwise not be due at that time. In the event of a court order for preliminary insolvency proceedings, the due date shall be the date of the court order. The same shall apply vice versa to the Customer's claims if PTM becomes insolvent.

IV. Intermediary suppliers

1. Should the Customer wish to introduce one or more intermediary suppliers between the Customer and PTM, this shall require the prior consent of PTM. However, PTM will not refuse consent if the Customer, in addition to the intermediary suppliers it designates, is liable for outstanding claims and compliance with the terms and conditions applicable between the Customer and PTM as for their own liabilities.
2. The Customer enters into this liability obligation as soon as they have appointed one or more intermediary suppliers and this has been confirmed by PTM.

V. Property rights

1. All property rights, other existing property rights and existing copyrights, which were already registered by PTM or granted to PTM at the time of conclusion of the contract or parts thereof, shall remain the exclusive property of PTM, without prejudice to the sale and delivery to the Customer.
2. A transfer of these rights and the granting of licenses or the like to the Customer are excluded.

VI. Dispatch and transfer of risk

1. The goods will be made available for shipment unpackaged and not protected against water, unless otherwise agreed. PTM shall provide packaging, protection and/or transport aids at the Customer's expense according to its experience.
2. Goods declared ready for shipment in accordance with the contract must be retrieved immediately, otherwise PTM shall be entitled, after issuing a reminder, to ship them at our discretion at the expense and risk of the Customer or to store them at our discretion and to invoice them immediately.
3. The shipping route, the means of shipment, the forwarding agent and the carrier are determined by PTM at the expense and risk of the Customer, unless otherwise agreed. Upon transfer of the goods to a forwarding agent or freight carrier, but at the latest upon leaving the delivery plant, the risk, including that of seizure of the goods, for all transactions, including prepaid or free delivery, shall pass to the Customer. PTM shall only provide insurance at the Customer's instruction and expense. The obligation to unload and the costs of unloading lie with the Customer.
4. If transport by the intended route or to the intended place is impossible within the prescribed time frame through no fault of PTM, PTM shall be entitled to deliver by another route or to another location; the additional costs incurred shall be borne by the Customer. The Customer shall be given the opportunity to comment beforehand.
5. PTM has the right to provide partial deliveries to a reasonable extent. Deliveries of excess or short quantities of the agreed volume, within the scope that is customary in the trade, shall be permissible.
6. For contracts with continuous delivery, PTM shall be given call-offs and grade classification for approximately equal partial quantities, otherwise PTM shall be entitled to make the determination at its reasonable discretion. If the contract quantity is exceeded by the individual call-offs, PTM shall be entitled, but not required, to deliver the excess. PTM may charge the Customer the excess at the prices valid at the time of call-up or delivery.

VII. Means of production and confidential Customer information

1. PTM has the right to insure machines, tools and spare parts three years after end of production (EOP), i.e. after the manufacturer (original equipment manufacturer, OEM) has officially discontinued the series production of the delivered model.
2. Models, matrices, templates, samples, tools and other means of production, in addition to confidential information provided to the supplier by the Customer or paid for in full by the supplier, may only be used for deliveries to third parties with the prior written consent of the Customer.

C. Obligation of the Customer to cooperate with installation, assembly and service work, including within the scope of warranty claims

1. The Customer shall support PTM in the performance to a reasonable extent. In particular, they must provide PTM with all required information in good time and ensure access to their facilities for carrying out the work. Furthermore, they shall inform PTM employees and representatives of the local safety regulations. Upon request, the Customer shall provide PTM with supply connections (electricity, water etc.) free of charge for carrying out their work. If the Customer's systems are not fully or are only partially operational during the work to be carried out by PTM, this shall not constitute a defect in the performance of PTM and shall not give rise to any claims of the Customer against PTM.

For installation, assembly and service work, the Customer must assume at their own expense and provide in good time:

2. All ground, construction and other ancillary works, including the required skilled and auxiliary personnel, building materials, machinery and tools,
3. The items and materials required for assembly and commissioning, such as scaffolding, lifting equipment (e.g. heavy-duty crane), other devices and lubricants,
4. Energy and water at the place of use, including lighting,
5. Sufficiently large, adequate, dry and lockable rooms for the storage of machine parts, equipment, materials, tools, etc. at the place of assembly, and suitable work and break rooms for the assembly personnel, including sanitary installations appropriate to the circumstances; furthermore, in order to protect the property of PTM and the assembly personnel on the construction site, the Customer must take the measures they would take to protect their own property.
6. Protective clothing and protective devices required as a result of special circumstances at the assembly site.
7. Prior to the start of the assembly work, the Customer must provide the necessary information about the location of concealed power, gas/heating/water lines or similar systems and the required static data without being requested to do so.
8. After completion of the work, the Customer is responsible for disposing of any waste in accordance with the applicable laws.
9. Prior to the start of installation or assembly, the materials and objects required for the start of work must be available at the installation or assembly site and all preparatory work must have progressed to such an extent that installation or assembly can be started as agreed and carried out without interruption. Access routes and the installation or assembly site must be accessible.
10. If the installation, assembly or commissioning is delayed due to circumstances beyond PTM's control, the customer shall bear the costs for waiting time and additional travel required by PTM or the assembly personnel within a reasonable scope.