

sachs handling GmbH

General Terms and Conditions (GTC) - Effective as of June 1, 2025

§ 1 Scope of the Terms and Conditions

- 1.1. sachs handling GmbH, hereinafter referred to as Sachs, is an international project partner and manufacturer of handling solutions, gripper technologies, and automation and ergonomics projects. The following General Terms and Conditions apply to all contracts concluded with companies in these fields of activity and may only be amended by written agreement. The contracting party's general terms and conditions of business or purchase shall not form part of the contract.
- 1.2. These General Terms and Conditions apply to all contracts between sachs handling GmbH and entrepreneurs as defined in § 14 of the German Civil Code (BGB), regardless of whether the client is based in Germany or abroad.
- 1.3. The place of performance and venue for all disputes arising from the contracts covered by the following General Terms and Conditions—including for check and bill of exchange proceedings—is exclusively Engen. This also applies if the client does not have a general venue in the Federal Republic of Germany at the time legal proceedings are initiated. Sachs is, however, entitled to bring an action before any legally competent court. The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply.
- 1.4. These General Terms and Conditions—also referred to as GTC—apply to all current and future business relationships as well as to all contracts concluded between Sachs Handling and the client or customer—hereinafter referred to as the Client and/or Customer.
- 1.5. Should any provision of these General Terms and Conditions be or become invalid or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions. In such a case, the contracting parties undertake to immediately agree on a provision that achieves the economic purpose intended by the invalid provision in another legally permissible manner or comes as close as possible to that purpose. The same applies mutatis mutandis in the event of a loophole.
- 1.6. Deviating, conflicting, or supplementary General Terms and Conditions shall not become part of the contract, even if Sachs handling is aware of them, unless their validity has been expressly agreed to in writing by Sachs handling. In the event that the Client does not wish to accept the following General Terms and Conditions (GTC), they must declare this to Sachs handling in writing prior to, but no later than, the conclusion of the contract.
- 1.7. The contracting parties mutually undertake to maintain confidentiality and secrecy and to make the documents and information provided within the scope of the contractual relationship available to third parties only with the consent of the other contracting party, unless such third parties have been lawfully entrusted with the delivery and performance. This confidentiality agreement shall not apply to the extent that the documents and information provided are already publicly known or can be subsequently proven to have been made available to the other party by a third party without breach of this confidentiality obligation. In the latter case, the respective contracting party must be informed of this immediately in writing. The Client undertakes to include its employees and any agents or subcontractors in this confidentiality agreement. The confidentiality obligation shall remain in effect even after the termination of the contractual relationship.
- 1.8. If the Client terminates the contract in the course of an order cancellation for reasons not attributable to Sachs handling, the Client shall owe full compensation for the services rendered up to the date of termination and, in addition, at least a further lump-sum compensation of 15% of the agreed purchase price plus the applicable statutory value-added tax thereon for the services no longer to be rendered due to the termination. Sachs handling is free to assert further claims for compensation within the scope of Section 649, Sentence 2 of the German Civil Code (BGB).
- 1.9. The Client is expressly permitted to provide evidence that no damage or loss of value has occurred at all or that it is significantly lower than the lump sum.
- 1.10. In the event of changes or other requirements after the conclusion of the contract that result in higher demands and/or additional expenses for Sachs Handling, the prices and any delivery dates must be renegotiated and redefined. In this case, the Client owes Sachs Handling reasonable compensation for the services and expenses incurred up to the time of the change, based on the prices validly agreed upon up to that point.

§ 2 Sales Contracts

1. Conclusion of Contract

- 1.1. Offers from sachs handling are always subject to change, plus value-added tax at the applicable rate, and are made as an invitation to place an order or accept the offer. The Client's order is a binding contract, and sachs handling enters into the legal transaction with the Client upon confirmation of the order.
- 1.2. Value-added tax and other statutory levies in the country of delivery, as well as any costs for packaging, transport insurance, environmental processing fees, and transport, will be invoiced separately to the customer by .
- 1.3. Sachs Handling will issue an order confirmation immediately after the order is placed, or within 5 business days at the latest. The client must then review this confirmation immediately, but no later than within 5 business days. If the order confirmation is not contested, the legal transaction is deemed valid under the terms and conditions specified in the order confirmation.
- 1.4. During the quotation phase, sachs handling reserves unrestricted ownership and copyright exploitation rights to quotations, concepts, drawings, and other documents or materials. The Client is not permitted to forward these to third parties during the contract negotiation phase without the prior written consent of sachs handling.
- 1.5. If, after placing the order, the Client requests changes or additions to the order, sachs handling will review these and, to the extent that fulfillment is possible, provide them to the Client subject to additional compensation at the applicable prices. The Client accepts the resulting postponement of the delivery date by a reasonable period, provided such postponement is not caused by sachs handling.
- 1.6. Side agreements, reservations, changes, verbal assurances, or additions to the contract require our written confirmation to be valid.

2. Place of Performance

- 2.1. Sachs handling shall perform the work in its technical offices and, if necessary, also on the client's premises.

3. Subcontracting

- 3.1. Sachs handling reserves the right to subcontract the performance of the agreed work, in whole or in part, to third-party companies.

4. Terms of Delivery and Performance

- 4.1. Sachs handling determines the place of performance and generally performs the services for the client at the Sachs handling headquarters. Shipping is therefore at the client's risk and expense.
- 4.2. Sachs handling is entitled to award subcontracts for the performance of the contractual services.
- 4.3. Sachs handling reserves the right to make product changes as necessary or to implement technical improvements, provided these are reasonable for the client in comparison to the subject matter of the order.
- 4.4. The performance date or performance period is agreed upon based on Sachs Handling's anticipated capacity and is non-binding, subject to timely supply from our suppliers and unforeseen circumstances and obstacles, in particular force majeure, government measures, failure to obtain official approval, software errors through no fault of Sachs Handling, as well as labor disputes and similar events, unless otherwise agreed in writing between the contracting parties. The aforementioned events shall extend the delivery date accordingly, even if they occur during a period of delay that has already commenced. In such a case, any grace period set by the Client shall also be extended by the duration of the unforeseen event.
- 4.5. Sachs handling's ability to meet deadlines is contingent upon the Client providing all necessary information, documents, data, and sample materials, as well as any assistance required for the execution of the order, to Sachs handling, its employees, or, where applicable, its subcontractors in a timely manner and at no cost. The Client is responsible for the accuracy of the documents and information provided and is liable for ensuring that they are free from third-party intellectual property rights. Sachs handling shall not be liable for damages resulting from the client's failure to fulfill its obligations to cooperate (). A response time of 3 business days is set; if the required information is not provided within this timeframe, the original delivery date shall be postponed by the additional time exceeding 72 hours in each instance.

- 4.6. In the event that a reasonable extension of the delivery period is not reasonable for Sachs handling due to the scope of the circumstances mentioned in sections 4.5 and 4.6 above, Sachs handling shall be entitled to withdraw from the contract in whole or in part after prior notice. Claims for damages are mutually excluded in this case. Sachs handling is released from its obligation to perform if, due to the circumstances mentioned in 4.4., particularly in cases of force majeure, the provision or performance of the service is or becomes impossible or unreasonable.
- 4.7. Sachs handling is entitled to make partial deliveries.

5. Default, Impossibility

- 5.1. If Sachs is in default and fails to meet a reasonable deadline for performance or subsequent performance set by the client, the client is only entitled to withdraw from the contract if even partial performance is of no interest to the client. Further rights and claims, in particular those for damages, are available to the client only for damages typically foreseeable in a transaction of the type in question. However, Sachs's liability is limited to the amount of the order total.

6. Installation Services

- 6.1. If installation services are part of Sachs handling's scope of services, the customer shall provide, at its own expense, the necessary auxiliary personnel, required items such as tools and the like, as well as power. In addition, the customer shall ensure that materials and tools belonging to Sachs handling can be stored safely at the installation site.
- 6.2. Prior to the commencement of installation work, the customer shall, in a timely manner and with reasonable advance notice, provide the necessary information regarding the location of existing electrical, gas, and water lines or similar systems, as well as the required structural data, without being asked to do so.

7. Acceptance, Transfer of Risk

- 7.1. Upon delivery, the customer must inspect the delivered items immediately upon receipt to ensure they are complete and conform to the contractual basis set forth in § 2 of these General Terms and Conditions.
- 7.2. Upon delivery and commissioning, Sachs handling is entitled to acceptance, as well as partial acceptance, of the services rendered, provided they have been performed in accordance with the contract, and may demand partial acceptance following the contractual completion of the respective project phase. The Client must accept the services or partial services rendered immediately upon written notification of readiness for acceptance and sign the acceptance report to be prepared in each case. If the Client fails to accept within 2 weeks, despite being obligated to do so, or if acceptance does not take place for reasons attributable to the Client's sphere of risk, the work or partial work shall be deemed accepted no later than three weeks after notification of readiness for acceptance, but no later than upon commencement of use by the Client.
- 7.3. In the case of the delivery of goods, as well as drawings, plans, and the like, the risk passes to the Client upon shipment or pickup, or upon the Client's default in acceptance. In the case of work performed, the same applies upon acceptance or deemed acceptance.

8. Terms of Payment

- 8.1. Payments must be made net without deduction within 10 days of receipt of the invoice.
- 8.2. Unless otherwise agreed, the following distribution applies with regard to progress payments and the final payment:

40% down payment	upon order placement by the Client. The project kick-off takes place following receipt of payment.
40% progress invoice	upon the client's signed approval.
20% final payment	<ul style="list-style-type: none"> • upon acceptance by the Client or • no later than 2 weeks after the Contractor notifies the Client that the work is ready for acceptance or • upon commencement of use by the Client or • 2 weeks after delivery, if installation could not take place due to a delay on the part of the Client, or • Immediately, if a delivery without installation was ordered.

- 8.3. Additional costs incurred after the order confirmation due to additional requirements by the Client will be billed together with the final invoice, provided they do not exceed the maximum amount of €5,000. For additional requirements exceeding this maximum amount, down payments and installment payments will also be billed accordingly.

- 8.4. The final payment shall be made upon receipt of the final invoice. Upon expiration of the agreed payment period, the client shall be in default pursuant to § 286(3) of the German Civil Code (BGB). During the period of default, interest shall accrue on the claim pursuant to §§ 288(2), 247 BGB at the statutory interest rate of 8% above the respective current base rate of the European Central Bank (ECB).
- 8.5. If the customer fails to comply with these payment terms or deadlines and, based on a bank's assessment, there are doubts regarding the customer's solvency, Sachs handling may at any time, at its discretion, require the client to provide performance on a cash-on-delivery basis, advance payment, or security in the form of a guarantee or otherwise. In this case, all outstanding claims of Sachs handling against the customer for which installment payments have been agreed upon or bills of exchange have been accepted shall become due immediately.
- 8.6. If the customer has doubts regarding Sachs's solvency, the customer may demand a bank guarantee. The costs incurred by Sachs for this guarantee will be charged to the customer at 5% of the total order value.
- 8.7. Billing is based on flat rates or, at the customer's request, on an hourly basis according to our standard hourly rates per person.

• Development, Design, and Project Management	€125.00/h
• Installation hours	€115.00/h
• Travel hours	€115.00/hr
• Service vehicle	€1.35/km
• Overnight stay allowance within Germany	€180.00/night

8.7.1. Prices apply only to the deployment of our staff Monday through Friday from 8:00 a.m. to 5:00 p.m. If installation takes place on Saturdays, Sundays, and holidays, as well as outside the specified hours, the following surcharges apply in addition to the hourly rates listed above:

8.7.2. Working hours between 5:00 PM and 8:00 AM (night work): 25%

8.7.3. Saturday 12:00 AM to 11:59 PM: 50%

8.7.4. Hours worked on Sundays and public holidays, with the exception of the public holidays listed below: 100%

8.7.5. Hours worked on Easter Sunday, Easter Monday, Pentecost Sunday, Pentecost Monday, Christmas Day, Boxing Day, and May 1: 150%

8.7.6. Installation costs include incidental expenses such as travel expenses and meals. Travel expenses are billed according to the statutory flat rates. For overnight stays and accommodations outside Germany, the statutory flat rates for meals and lodging for the respective country, as currently in effect, will be charged. (Available from the Federal Ministry of Finance of the Federal Republic of Germany under "Tax Treatment of Travel Expenses and Travel Expense Reimbursements for Business and Professional Overseas Travel")

8.7.7. For hourly-based services, in addition to invoicing, a daily activity log is prepared and must be signed by the client.

8.7.8. Necessary flights under 4 hours are booked in Economy class; flights over 4 hours are billed at the Business class rate.

8.8. The Client may only set off recognized or legally enforceable claims against the claims of Sachs handling.

9. Ownership and Copyright

9.1. All delivered products remain our property (reserved goods) until full payment of all claims to which we are entitled arising from the business relationship with the client. This also applies to future and conditional claims, and even if payments are made against specifically designated claims. This retention of title expires definitively upon settlement of all claims still outstanding at the time of payment and covered by this retention of title.

9.2. The processing and treatment of the goods subject to retention of title are carried out on our behalf as the manufacturer within the meaning of § 950 BGB, without imposing any obligations on us. The processed goods shall be deemed goods subject to retention of title within the meaning of Section 9.1. In the event of processing, combination, or mixing of the goods subject to retention of title with other goods by the customer, we shall be entitled to proportional co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If ownership is extinguished through combination or mixing, the customer hereby transfers to us the ownership rights to which it is entitled in the new inventory or item to the extent of the invoice value of the goods subject to retention of title and shall hold them in safekeeping for us free of charge. Our co-ownership rights shall be deemed goods subject to retention of title within the meaning of Section 9.1.

- 9.3. The Customer is entitled to resell the products in the ordinary course of business as long as he is not in default of payment of the purchase price. The Customer is not authorized to make extraordinary dispositions, such as pledging or transferring ownership to third parties as security. In the event of resale, the Customer hereby assigns to us, by way of security, all claims and other entitlements arising from the resale against its customers, including all balance claims from current accounts, together with all ancillary rights.
- 9.4. The Client is entitled to collect the assigned claims. The authorization to collect expires if the Client suspends payments, files for insolvency, or insolvency proceedings are opened; in the event of an out-of-court settlement or restructuring proceeding; in the event of a restructuring proceeding under the StaRUG; or in the event of any other deterioration of financial circumstances. The same applies if it becomes apparent that our claim for payment is jeopardized by the Client's inability to pay. In this case, we may demand that the Client disclose to us the assigned claims and their debtors, provide all information necessary for the collection of the claims, hand over the relevant documents, and notify the debtor of the assignment.
- 9.5. The client is prohibited from disposing of the resale claim without our written consent by way of security or assignment of claims, including through the purchase of claims, unless it involves an assignment by way of true factoring, which is notified to us and in which the factoring proceeds exceed the value of our secured claim.
- 9.6. The Client must immediately notify us of any attachment or other impairment of our goods subject to retention of title by third parties. The Client shall bear all costs incurred to lift the attachment or to return the goods subject to retention of title, unless such costs are reimbursed by third parties.
- 9.7. We undertake, at the client's request, to retransfer or release the security interests, provided that the value of the security provided to us exceeds the total amount of our claim by more than 20%.
- 9.8. Sachs shall be entitled to all intellectual property rights arising from an invention made in connection with the contractual performance and/or know-how acquired in connection therewith.
- 9.9. If Sachs delivers items, data carriers, prototypes, CAD models, plans, and other items to the Client for testing and demonstration purposes, these shall remain the property of Sachs or subject to Sachs's intellectual property rights. The Client is entitled to use these for testing and demonstration purposes. Beyond that, the Client is prohibited from using them unless a separate written agreement to that effect is concluded with Sachs.
- 9.10. If, during the execution of individual orders, employees of Sachs or subcontractors make any employee inventions, suggestions for improvement, or similar contributions, Sachs is obligated, upon the Client's request, to claim the invention with or without restrictions. The resulting rights shall be transferred to the Client concurrently with the release of the Client from any financial obligations toward Sachs' employees or those of the subcontractor arising from an employee invention. The Employee Invention Act applies accordingly.
- 9.11. If the subject matter of the contract consists of the delivery of a planning service or other predominantly intellectual service (e.g., design or development work), the client is limited to the contractually agreed use of the service for its own purposes. Any disclosure of the design or development results to third parties requires prior written agreement between the contracting parties. If the service includes the development of computer software, Sachs grants the client the non-exclusive right to use it in accordance with its intended purpose with the delivered item. Reproduction, disclosure, and use of the software for purposes other than those specified for the delivered item are not permitted. Any further use requires the prior written consent of Sachs and shall be remunerated separately. In the event that Sachs has also created custom software within the scope of its contractual obligations, Sachs is not obligated to provide the source code to the client.
- 9.12. Sachs additionally asserts protected operational and business know-how with respect to all delivered items. This applies in particular where data archived by Sachs is transferred to other database software. This copying process constitutes protected technical know-how of Sachs. The Client is therefore not entitled to transfer such database software to third parties without the prior written consent of Sachs. Third parties also include any subsidiaries of the Client.
- 9.13. In the event that Sachs designs, manufactures, and/or assembles products based on the Client's instructions, drawings, or other documents, Sachs assumes no liability for any resulting infringement of intellectual property rights. If a third party asserts an infringement of intellectual property rights against the Client, the Client shall notify Sachs thereof immediately.
- 9.14. Should the Client fall into default of payment for other future services provided by Sachs or should the Client's financial situation deteriorate, Sachs may withdraw from the contract and, in the event of claiming damages in lieu of performance, is entitled to enter the Client's business premises and take possession of goods subject to retention of title. In the event of compensation following repossession, Sachs and the Client agree that such compensation shall be based on the fair market value of the subject matter of the contract at the time of repossession.

9.15. The assertion of the retention of title, the revocation of the grant of rights, and the seizure of the delivered goods by Sachs shall not be deemed a withdrawal from the contract, provided that the Client is a merchant.

10. Subsequent Performance and Warranty

- 10.1. Sachs and the Customer are aware and agree that, given the current state of technology, it is not possible to rule out defects under all conditions of use. Sachs shall perform the service in accordance with the generally accepted rules of technology at the time the order is placed and with the care customary in the industry.
- 10.2. Should the delivered item be defective, Sachs shall, within a reasonable period of time and at its discretion, either repair, remanufacture, or replace the item. If the defect cannot be remedied by the chosen measures, the Client may withdraw from the contract or demand a price reduction. Withdrawal is excluded if the defect only insignificantly reduces the value or suitability for the use intended under the contract.
- 10.3. If the delivered item lacks a quality characteristic explicitly agreed upon in the individual contract or a quality guarantee within the meaning of § 633 II 1 BGB, the client may, if repair, remanufacture, or replacement delivery are unsuccessful, demand compensation for damages in lieu of performance instead of a price reduction or withdrawal.
- 10.4. Sachs shall be liable for other damages caused by the defect only if the objective purpose of the quality guarantee under Section II.4.2 specifically related to the prevention of the damage that occurred. For other damages caused by the defect that are based on a breach of ancillary contractual obligations, liability shall be assumed only if the damage was caused by grossly negligent conduct on the part of Sachs or its employees.
- 10.5. The warranty period is one year, calculated from the acceptance of the delivered item (acceptance report) or from delivery, if no installation or commissioning is performed by Sachs or its partners. In the event of unauthorized modifications and/or alterations to the delivered item, all warranty claims are excluded.
- 10.6. Warranty and guarantee claims regarding the delivered item apply only to the delivery location or the location of commissioning by Sachs. In the event of self-initiated delivery to a different destination or onward shipment of the goods, the customer shall bear the difference in costs between the first and second destination in the event of a warranty or guarantee claim.
- 10.7. The Client agrees to inspect and test the work immediately upon delivery to ensure it is complete and in proper working order. If defects are discovered during this inspection or at a later date, the Client is obligated to promptly submit a written notice of defects to Sachs—specifying the defects in detail—failing which the Client forfeits its right to warranty and any claim for damages. If acceptance does not take place within a period of 2 weeks after delivery, the delivered item shall be deemed accepted. In the event of only minor defects, the Client is not entitled to refuse acceptance.
- 10.8. If dimensions form the basis for Sachs' performance, the dimensions specified on the data carriers—, drawings, designs, CDs, etc.—constitute the binding contractual basis. Sachs shall not be liable beyond this.
- 10.9. Should defects or deviations be reported by the Client in a timely and proper manner, Sachs is obligated to remedy them immediately. The contracting parties agree that Sachs is entitled to at least two opportunities to remedy the same defect. Depending on the individual case, a further right to rectify may also exist. Sachs has the right to provide a replacement delivery instead of rectifying the defect. To carry out all rectifications or provide a replacement deemed necessary at reasonable discretion, the Client must grant sufficient time and opportunity at its place of business or at Sachs's production site during normal business hours to implement the necessary measures. If the repair fails repeatedly within a reasonable period, the Customer is entitled to demand either a reduction in the agreed remuneration or rescission of the contract.
- 10.10. Sachs's warranty obligation is contingent upon the Client promptly reporting any apparent defects existing at the time of transfer of risk or acceptance in writing in the case of delivery, or noting them in the acceptance protocol in the case of acceptance, or notifying Sachs immediately upon discovery in the case of hidden defects that become apparent only later.
- 10.11. Sachs cannot guarantee that the program functions and the design of the engineering services will meet the Client's further requirements or will be compatible with the Client's selected components, unless such requirements have been incorporated into the individual order by written agreement.
- 10.12. Excluded from the warranty and liability are, in particular, defects or damages resulting from improper use, operating errors, and negligent conduct on the part of the Client or persons attributable to the Client, products resulting therefrom, fire, lightning, explosion, or power-related surges, incorrect or faulty programs, software, and/or processing data, as well as any consumable parts, unless the Client proves that these are not the cause of the reported defect. The warranty shall also be void in the event of interventions in the engineering services or other modifications during the warranty period by parties other than Sachs or third parties authorized by Sachs for this purpose.

As of June 2025 sachs handling GmbH

sachs handling GmbH
1 Robert-Bosch-Str.
D-78234 Engen
www.sachs-handling.de

Tel. +49 7733 3653 495
vertrieb@sachs-handling.de

Managing Directors:
Paula Bernedo Juez & Richard Leidolt
VAT ID: DE454617659
Commercial Register: HRB Freiburg 733235

Bank details:
Volksbank eG – Die Gestalterbank
IBAN: DE18 6649 0000 0014 4347 04
BIC: GENODE61OG1

- 10.13. Warranty claims are non-transferable.
- 10.14. If an investigation of a defect report reveals that no warranty claim exists, Sachs is entitled to demand reimbursement for all expenses and to invoice them, provided they are not minor expenses.

11. Liability

- 11.1. Unless otherwise specified below, Sachs shall be liable in accordance with the law.
- 11.2. Sachs shall be liable without limitation for damages resulting from injury to life, limb, or health, as well as in cases of intent.
- 11.3. In cases of gross negligence, Sachs shall be liable—regardless of the legal basis—only to the extent of the damage typical for the contract and foreseeable at the time of conclusion of the contract.
- 11.4. In the event of a negligent breach of essential rights or obligations arising from the content and purpose of the contract, Sachs shall—regardless of the legal basis—also be liable only to the extent of the damage typical for the contract and foreseeable at the time of conclusion of the contract.
- 11.5. Unless otherwise stated in the preceding paragraphs, Sachs shall not be liable for damages caused by simple negligence.
- 11.6. The foregoing exclusions and limitations of liability also apply to the officers, legal representatives, agents, and vicarious agents of Sachs.
- 11.7. Liability for slight or simple negligence is excluded. Sachs is also not liable for unforeseeable damages, damages resulting from defects, other indirect damages, and damages arising from lost profits.
- 11.8. The client's claims for damages are subject to a statute of limitations of 24 months.
- 11.9. If the damage is covered by insurance taken out by the customer, Sachs shall be liable only for any disadvantages incurred by the customer in connection with the settlement of the claim, such as higher insurance premiums or interest losses. Sachs's liability remains unaffected, regardless of whether fault is involved, in the event of fraudulent concealment of a defect, the assumption of a warranty, or under the Product Liability Act. Consequences of a delay in delivery are excluded. The personal liability of Sachs's managing directors, vicarious agents, and employees, as well as engaged subcontractors, for damages caused by them due to slight negligence is excluded.
- 11.10. Sachs assumes no liability for data, lost profits, or other indirect or consequential damages, provided there is no intent, gross negligence, breach of material contractual obligations, or failure to provide warranted characteristics on the part of Sachs.
- 11.11. The amount of damages is—except in cases of intent or gross negligence—limited to 20% of the order value per claim, up to a maximum of €50,000.00, or up to a maximum of €100,000.00 in cases of a series of related claims. This limitation does not apply to personal injury.

12. Confidentiality

- 12.1. The contracting parties mutually undertake to make the documents and information provided within the scope of the contractual relationship available to third parties only with the consent of the other contracting party, unless such third parties have been lawfully assigned the delivery and performance. This confidentiality agreement shall not apply to the extent that the documents and information provided are already publicly known or can be subsequently proven to have been made available to the other party by a third party without breach of this confidentiality obligation. In the latter case, the respective contracting party must be informed of this immediately in writing. The Client undertakes to include its employees and any agents and subcontractors in this confidentiality agreement. The confidentiality obligation shall remain in effect even after the termination of the contractual relationship.

13. Withdrawal

- 13.1. Sachs reserves the right to withdraw from the contract if the Client experiences a deterioration in its financial circumstances that is likely to jeopardize Sachs's claim to the agreed remuneration. The same applies if the Client provided false information regarding its creditworthiness prior to the conclusion of the contract.

§ 3 Installation Provisions

- 1.1. For the use of composite anchor systems, the client must verify the following points and confirm them to Sachs handling prior to installation:

As of June 2025 sachs handling GmbH

sachs handling GmbH
1 Robert-Bosch-Str.
D-78234 Engen
www.sachs-handling.de

Tel. +49 7733 3653 495
vertrieb@sachs-handling.de

Managing Directors:
Paula Bernedo Juez & Richard Leidolt
VAT ID: DE454617659
Commercial Register: HRB Freiburg 733235

Bank details:
Volksbank eG – Die Gestalterbank
IBAN: DE18 6649 0000 0014 4347 04
BIC: GENODE61OG1

- 1.1.1. The minimum distance of the drill holes from concrete edges, expansion joints, or similar features is 160 mm. The composite anchor plate/load distribution plate must not rest on joints.
- 1.1.2. The concrete must be visibly intact
- 1.1.3. Load-bearing concrete must be at least 170 mm thick (<160–169 mm = special composite anchor plate/load distribution plate required).
- 1.1.4. The concrete must meet a strength class of at least C20/25 and at most C50/60 according to DIN EN 206 (at least B25 and at most B55 according to EN 1992).
- 1.1.5. The concrete substrate is sized/dimensioned such that the shear forces associated with the composite anchor/load distribution plate size can be safely transferred by the concrete. (If this is unclear, a test must be arranged.)
- 1.1.6. The installation surface is nearly level and flat and does not exceed a slope of $\pm 1.5^\circ$. (This corresponds to a height difference of approx. 10 mm over a distance of 600 mm)
- 1.1.7. Thickness of the non-load-bearing substrate (screed)
 - 1.1.7.1. 0 to 10 mm → Standard composite anchor L2 = 215 mm
 - 1.1.7.2. 11 to 160 mm → Special composite anchor L2 = 265 to 365 mm
- 1.2. Customer-side installation preparation and necessary tools
 - 1.2.1. Tools provided by the customer must be made available and ready for use in accordance with the relevant accident prevention regulations (DGUV regulations).
 - 1.2.2. Internal material transport must be carried out by the customer in a timely manner at the start of installation and made available to the installation team.
 - 1.2.3. Before installation work begins, ensure that all loads/components that may be handled during the process are available on-site. In particular, account for the smallest and largest loads to be handled, as well as loads with the minimum and maximum weights. This ensures comprehensive testing and smooth adaptation of the handling equipment to the specific on-site requirements.
 - 1.2.4. An assembly area that is freely accessible to forklifts and aerial work platforms, with the hall floor providing adequate stability.
 - 1.2.5. The area around the installation site of the handling system and the locations designated for assembly must have a clear, level, and unobstructed hall floor.
 - 1.2.6. Country-specific power connections must be available directly on site.
 - 1.2.7. The work process must not be interrupted or hindered by unknown, unforeseeable circumstances, such as power outages, other disruptive construction work, or other circumstances for which sachs handling GmbH is not responsible.
 - 1.2.8. Photos/technical drawings of the installation site must be provided no later than 2 weeks prior to installation.
 - 1.2.9. The installation point(s) of the system must be visually marked on-site for the installers.
 - 1.2.10. The customer must provide the following necessary equipment at no charge:
 - 1.2.10.1. A forklift with a minimum lifting capacity of 1 ton, including an operator, or an indoor gantry crane with a minimum lifting capacity of 1 ton, including a crane operator
 - 1.2.10.2. A suitable aerial work platform with the necessary working height, including fall protection
 - 1.2.10.3. At least one qualified worker
 - 1.2.10.4. We will notify you in writing 7 business days prior to the agreed installation date regarding which equipment is required.
- 1.3. Installation Interruptions and Unplanned Changes
 - 1.3.1. Any interruptions or delays that nevertheless occur or are not attributable to sachs handling GmbH (e.g., waiting times, relocation or rearrangement work, etc.) are not included in the calculation and will be billed additionally based on time and effort upon submission of the installation report. This also applies to quotes with fixed-price installation costs or in cases where sachs handling GmbH assumes the installation costs. Should technical details become known during the technical clarification phase of the

order that were not previously available to sachs handling GmbH, sachs handling GmbH reserves the right to charge for the resulting additional costs. This also includes any additional travel expenses and potential accommodation costs, as well as other incidental expenses.

1.4. Installation Authorizations

1.4.1. Installation, training, and commissioning are performed by personnel from sachs handling GmbH. Please note that professionally trained external partners may also be engaged for installation and commissioning. Unpacking and handling of the individual components are carried out by sachs handling GmbH or may be performed under the supervision or instruction of our technical staff.

1.4.2. If the customer has sufficient qualifications, installation may also be performed by the customer under supervision, provided that only a base unit is involved and the gripper solution is not supplied by sachs handling.

1.5. Additional Installation Notes:

1.5.1. We require unimpeded installation progress, internal transport of the parts to the installation site, and free access to the construction site. Masonry, chiseling, and drilling work are not included in our scope of delivery (drilling for the composite anchors is included in the installation scope). When drilling holes, the process is calculated for standard concrete drill bits. If we encounter rebar in 15% of all drill holes, drilling times will be extended and special drill bits will be required. The corresponding additional costs will be billed in the statement of account. Additionally, the following are not included in the installation price:

- The construction of foundations
- Erection and construction of scaffolding
- On-site provision of compressed air or power supply to the interface
- handling equipment / manipulator
- Provision of transport and lifting vehicles

§4 Data Protection

1. Processing of personal data

1.1. Sachs processes personal data (e.g., names, contact information of contact persons, employees, and executives) exclusively for the purposes of contract execution, invoicing, and communication.

2. Legal basis

2.1. Processing is carried out in accordance with Art. 6(1)(b) GDPR (performance of a contract) and Art. 6(1)(f) GDPR (legitimate interest in efficient business operations).

3. Retention Period

3.1. Data is stored for the duration of the contractual relationship and, in accordance with commercial and tax law retention requirements, for up to 10 years.

4. Recipients and Disclosure

4.1. Data is disclosed only to service providers (e.g., IT providers, tax advisors) necessary for the performance of the contract. When transferring data to third countries, the legal requirements (standard contractual clauses, adequacy decisions) are complied with.

5. Data Subject Rights

5.1. Data subjects have the right to access, rectification, erasure, restriction of processing, data portability, and objection in accordance with Articles 15–21 of the GDPR.

6. Data Processing

6.1. Sachs enters into a data processing agreement with all service providers who process personal data on its behalf in accordance with Article 28 of the GDPR.

7. Data security

7.1. Sachs implements appropriate technical and organizational measures to ensure data security (e.g., access controls, encryption).

8. Contact

8.1. For data protection inquiries, please contact: Data Protection Officer (Email: datenschutz@sachs-handling.de)

§5 General Provisions

1. Final Provisions

1.1. Any amendments or additions to the subject matter of the contract and these Terms and Conditions must be in writing to be effective. This also applies to the validity of any waiver of the written form clause or the written form requirements.