

## **General conditions of sale, delivery, and payment**

### **I. General**

Only these conditions of sale, delivery and payment apply to all our deliveries and services to companies, corporate bodies under public law and public assets. All legal relationships, including future ones, between the ordering party (customer) and FPT follow the latest version of these conditions of sale, delivery, and payment. We explicitly reject any deviating terms of business from the ordering party.

### **II. Quotations**

Our quotations are non-binding and require written confirmation as with all agreements between the ordering party and FPT. The documents that are part of the quotation such as illustrations, drawings, weight, and dimension specifications are only approximate unless they are designated as binding. FPT retains the intellectual property rights and copyrights for quotations, drawings, and other documents; they must not be made accessible to third parties.

### **III. Order confirmation, delivery, and service item**

The written order confirmation, if provided, from FPT is decisive regarding the time, type and scope of delivery and service. Minor changes to the delivery and service item regarding its design, shape and configuration, as well as to the values specified in the description, are permitted if the intended use, quality and functions are not impaired by these.

### **IV. Prices and payment conditions**

1. Unless otherwise agreed, the prices are ex-works and do not contain loading, packaging, transport, and any insurance; these are invoiced separately. The legally applicable amount of VAT is added to the prices. If the delivery and service deadlines are agreed to be more than four months from the time of contract conclusion and material or wage costs increase, FPT is entitled to impose appropriate supplements for the increased costs in accordance with its original price calculation.
2. Invoices from FPT are due immediately without discount and must be paid in cash without delay after readiness for shipping is declared. FPT reserves the right to only accept and

perform orders and deliveries for advance payment at its discretion. Handing over a cheque is not considered payment.

3. Discounts must be agreed upon in writing.
4. The ordering party only has a right to withhold payments or to balance them with counterclaims if their counterclaims are undisputed or have been determined to be legally binding.
5. Interest at a rate of 9 percentage points above the base rate will be charged in the event of default. We retain the right to claim damages beyond this.

#### **V. Delivery and service time**

1. The dates and deadlines specified by FPT are forecasts. Delivery times and dates are only considered binding if they have been explicitly confirmed by FPT as fine delivery times and dates. Adherence to them by FPT requires at all commercial and technical queries between the parties to the contract have been clarified and the ordering party has fulfilled all of their obligations such as payment of the purchase price. If this is not the case, the delivery time is extended accordingly. This does not apply if FPT is responsible for the delay.
2. The delivery and service deadline (delivery deadline) starts with receipt of the order confirmation and is adhered to if the delivery and service item has left the FPT factory or readiness for shipping has been reported by the deadline. If contractual or legal reasons require that acceptance be performed, unless there is justified acceptance rejection, the acceptance date is decisive or, alternatively, the declaration of readiness for acceptance.
3. The delivery deadline extends accordingly in the event of measures regarding industrial disputes, particularly strikes and lockouts, as well as if unforeseeable hindrances that are outside of FPT's control occur if these hindrances have a demonstrable significant impact on production or delivery of the delivery and service item. This also applies if the circumstances occur with a sub-supplier. In significant cases, FPT will inform the ordering party of the start and end of these hindrances as soon as possible.
4. If shipping or acceptance of the delivery and service item are delayed for reasons for which the ordering party is responsible, they will be invoiced for the costs incurred by the delay starting one month after readiness for shipping or acceptance is declared; however, if the

item is stored in the FPT factory, this will be at least 5 % of the invoice amount per month. The ordering party is entitled to prove that damages did not occur due to the delay or that they are significantly lower than the flat rate.

5. Adherence to the delivery deadline requires that the ordering party complies with their contractual obligations.
6. The delivery deadline extends accordingly if FPT itself is not supplied in good time by a sub-supplier.
7. If the ordering party does not accept the goods without justification, FPT is entitled to withdraw from the contract and to claim for damages in accordance with the legal requirements.

#### **VI. Transfer of risk, acceptance, transport**

1. The risk is transferred from FPT to the ordering party at the latest when the delivery and service item is provided at the operating premises, and even if partial service are provided or FPT has undertaken to provide other services such as shipping costs or delivery and setup. If acceptance must be performed, this is decisive for the transfer of risk. It must be performed without delay on the acceptance date or, alternatively, after receiving notification of readiness for acceptance from FPT. The ordering party may not reject acceptance if there is an insignificant fault. Upon request from the ordering party, the delivery will be insured by FPT against theft, breakage, transport damage, fire damage and water damage, and any other insurable risks at the ordering party's expense.
2. If shipping is delayed due to circumstances outside FPT's control, the risk is transferred to the ordering party from the date on which it is ready for shipping; however, FPT is obliged to take out the insurance that the ordering party requests at the ordering party's expense.
3. Delivered items must be accepted by the ordering party even if they have insignificant faults regardless of the rights contained in section VIII.
4. Partial deliveries are permitted if acceptable for the ordering party.
5. Any transport aids are FPT's property.
6. Transport damage must be reported to FPT without delay.

## **VII. Retention of title**

1. FPT retains title to the delivery and service item until all FPT claims against the ordering party arising from the business relationship have been fulfilled. Conduct by the ordering party, which is contrary to the contract, particularly default, entitles FPT to withdraw from the contract after setting a deadline, to revoke the delivery and service item and to oblige the ordering party to surrender it. When FPT withdraws and seizes the item, FPT will only withdraw from the contract if it declares so in writing.
  
2. The ordering party will always perform processing or remodelling on retained items for FPT. If the retained item is processed or inseparably mixed with other items that do not belong to FPT, FPT acquires joint ownership of the new item in the ratio of the value of the retained item to the other processed or mixed items at the time of processing or mixing. If FPT goods were connected or mixed inseparably to other moving items to form a homogeneous item and the other item is to be considered the main item, it is considered agreed that the ordering party transfers joint ownership proportionally to FPT as long as the other item belongs to them. The ordering party grants ownership or partial ownership to FPT. Furthermore, the same applies to the item created by processing, remodelling, connecting or mixing as for the retained item.
  
3. FPT is entitled to insure the delivery and service item against theft, breakage, fire damage, water damage and other damage at the ordering party's cost unless the ordering party has taken out the insurance and can prove this.
  
4. Resale of the supplied goods, regardless of whether they are unprocessed, processed, connected, or mixed is only permitted to resellers in the normal course of business with retention of title and only if the receivables from the reselling are transferred to FPT. The ordering party is prohibited from pawning or transferring by way of security, as well as agreeing upon a prohibition of assignment. If third parties' access FPT's rights, the ordering party must inform FPT without delay.
  
5. The ordering party will surrender all receivables due now or later from the resale or from any other legal ground regarding the goods supplied to the value of the retained item (invoiced amount) to FPT. FPT will hereby accept the surrender.

6. Except for in the event of revocation, the ordering party is entitled to collect the receivables from resale. Upon request, the ordering party must inform FPT of the debtor of the receivables accrued, provide information required to claim their rights against the debtor and submit documents, as well as to declare the surrender to the debtor.
7. FPT is obliged to release the securities to which they are entitled as soon as the value exceeds the receivables to be secured by 20 % if they have not yet been paid.

### **VIII. Warranty / liability for defects**

The FPT PRODUCTS exclusively meet CE standards, of which the ordering party is sufficiently aware. Liability for meeting foreign standards such as UL standards is explicitly rejected. The ordering party and particularly a reseller is obliged to adapt all FPT products to the current legal and technical specifications of the corresponding country, which may differ, and to ensure a proper version in accordance with the current standards in this country. The ordering party and particularly a reseller is therefore obliged to clarify for themselves whether the machine can be adapted to the current legal and technical specifications of the corresponding country.

With the exception of further claims, subject to Section IX, FPT provides a warranty for material and title defects to the delivery or service, which were complained about properly and in good time, as follows:

1. All deliveries or services that prove to be faulty as the result of circumstances that occurred prior to the transfer of risk must be reworked or replaced by non-faulty items at FPT's discretion and free of charge. Detection of these faults must be reported to FPT in writing and without delay. Replaced parts become FPT's property.
2. In order to undertake all rework and replacement deliveries that FPT deems necessary, the ordering party must provide FPT with the required time and opportunity in agreement with FPT; otherwise, FPT is freed from liability for the consequences resulting from this. The ordering party only has the right to rectify the fault themselves or have it rectified by a third party and to claim the required expenses back from FPT in urgent cases of hazards for operational safety or to avoid disproportionately large damage, of which FPT is to be informed immediately.
3. Of the immediate costs resulting from the rework or replacement deliveries performed by FPT, insofar as the complaint is proven to be justified, FPT will bear the costs of the replacement delivery including shipping costs. Reasonable removal and installation costs will

be reimbursed according to the legal regulations. The same applies to the costs for determining the cause of the fault.

4. Furthermore, the ordering party's claims against FPT in total or regarding individual parts are limited to a right of supplementary performance. The ordering party can only choose to decrease or withdraw from the contract at their discretion if supplementary performance fails.
5. If there is an insignificant fault, the ordering party only has the right to a reduction to the contractual price.
6. No warranty is provided for the following cases in particular: unsuitable or improper use, incorrect (specifically state of the art) installation, startup and/or use by the ordering party or third parties, normal wear, and tear on the goods, improper or impermissible handling, improper maintenance, unsuitable operating aids, faulty building work, unsuitable foundations, unless they are FPT's responsibility.
7. If the ordering party/customer repairs the item improperly, FPT is not liable for the consequences. The same applies to any changes made to the delivery and service item without prior approval from FPT.
8. If the delivery and service item infringes domestic industrial property rights or copyrights, FPT will, at their own cost, procure the right for the ordering party to continue to use the delivery and service item or modify it for the ordering party in any way feasible in order to ensure that the property rights are no longer violated. If this is not possible due to reasonable economical conditions or within a reasonable time, the ordering party is entitled to withdraw from the contract. FPT also has the right to withdraw from the contract under the aforementioned preconditions. Furthermore, FPT will release the ordering party from claims from the applicable property right holder that are undisputed or have been determined to be legally binding.
9. The FPT obligations specified in section VIII.8 are, subject to section IX, final in the event of property right or copyright infringements.  
They apply only if
  - the ordering party informs FPT immediately of claimed property right or copyright infringements,

- the ordering party supports FPT reasonably in avoiding the claims or enables FPT to take the modification measures in accordance with section VIII.8,
  - all avoidance measures including out-of-court settlements are available to FPT, - the fault does not relate to the ordering party's instructions and
  - the legal infringement was not caused by the ordering party having changed the delivery item without authorisation or used it in a non-contractual manner.
10. All warranties are void when selling used items. However, if devices have been completely or partially reconditioned by FPT, the following prerequisite also applies to the warranty:  
The warranty only relates to parts which FPT was contractually obliged to replace or recondition.
11. The limitation period for all warranty claims is one year as of the legal start of the limitation period.

## IX. Liability

1. The right of the ordering party to claim for damages due to fault-based claims is limited in the event of
  - a) wilful intent or gross negligence on the part of FPT, their legal representatives or their vicarious agents,
  - b) negligent infringement of significant contractual obligations (cardinal obligations),
  - c) fraudulent concealment of faults,
  - d) taking over a guarantee,
  - e) culpable life, bodily or health injuries by FPT, their legal representatives or vicarious agents, or
  - f) a fault on a delivery or service item for which there is liability for personal injury or damage to property on privately used items according to the German Product Liability Act.
2. In the event of negligent infringement of significant contractual obligations (cardinal obligations), the claim is limited to the amount of contractually foreseeable damages.
3. Other claims for damages are rejected.

4. If there are claims for damages against FPT, their vicarious agents or assistants, these lapse within one year as of the legal start of the limitation period.
5. If FPT or their employees provide advice and information before, during or after conclusion, or in a different context, FPT is only liable if special remuneration was agreed upon and received by FPT and the advice, information or recommendation was provided in writing. In this case, FPT is liable for up to 25 % of the remuneration agreed to for the consultation, etc. in the event of fault. This liability limitation does not apply in the event of points 1 a), b), d), and e).
6. Any rights of the ordering party arising from the regulations regarding the sale of consumer goods (sections 474 to 479 of the German Civil Code) remain unaffected by the regulations above. In particular, the right of the ordering party to recourse against FPT due to a fault on an item sold to a consumer in accordance with section 478 of the German Civil Code remains unaffected.

#### **X. Changes and product labelling**

1. A change to the delivery and service item requires prior written approval from FPT.
2. Changes to the labelling on the delivery and service item, particularly the serial or other control numbers and any special stamp that is considered the mark of origin of the ordering party or third parties, and that could give the impression that this is a special product are prohibited.

#### **XI. Taking items back / returns.**

FPT is not obliged to take back a fault-free delivered item (exchange). Taking it back is at FPT's discretion. A return is only accepted if FPT has issued written approval.

#### **XII. Special information regarding repairs outside of warranty**

FPT will only perform repairs or reconditioning to delivered goods/systems outside of warranty for a fee. The customary local remuneration will be calculated for this.

### **XIII. Place of performance, place of jurisdiction, applicable law, miscellaneous**

1. The place of performance for all business concerning FPT is Hong Kong, or when special mentioned in the contract in the country of installation.
2. The place of jurisdiction for all disputes with merchants, corporate bodies under public law or special funds under public law is Thailand. However, FPT is also entitled to sue in the location of the ordering party's headquarters.
3. The law of the Federal Republic of Germany applies to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). This also applies to contracts that were concluded as part of a business relationship and that do not contain any other written legal agreements.
4. Supplementary agreements, changes and/or additions must be made in writing. This also applies to waiving the written form requirement itself.
5. If a provision in these terms of business or a provision within the framework of other agreements should be or become ineffective, the effectiveness of all other provisions or agreements shall not be affected. In this case, a provision that reflects the intentions of the parties insofar as possible shall be deemed to have been agreed in place of the ineffective provision. The same applies in the event of a loophole.