

General International Terms and Conditions of Sale and Delivery of ARCA Regler GmbH

Version as of October 01st, 2026

I. Preamble

1. These General Conditions shall apply when the parties agree In Writing or otherwise thereto. Any modifications of or deviations from them must be agreed In Writing.

II. Definitions

1. In these General Conditions the following terms shall have the meanings hereunder assigned to them:

"Contract": the agreement In Writing between the parties concerning delivery and performance of the Product and all appendices, including agreed amendments and additions In Writing to the said documents;

"Contract Price": the agreed price, which shall be either a fixed price or, in case the parties have specifically agreed on a price revision clause, the revised price;

"Gross Negligence": a deliberate or reckless failure to take such care as is obviously required in the circumstances to avoid serious consequences for the other party;

"In Writing": communication by document signed by both parties or by Letter, fax, electronic mail and by such other means as are agreed by the parties;

"Product": the objects to be supplied under the contract, including software and documentation;

III. Product Information

1. All Information and data contained in general product documentation and price lists, regardless of form, shall be binding only to the extent that they are by reference In Writing expressly included in the Contract.
2. The Supplier shall, not later than at the date of delivery, provide free of charge information and drawings which are necessary to permit the Purchaser to install, commission, operate and maintain the Product. Such information and drawings shall be supplied as one paper copy of each and also electronically. The Supplier shall not be obliged to provide manufacturing drawings for the Product or for spare parts.

IV. Intellectual property and confidentiality

1. All intellectual property rights in the Product, including in any embedded software, and in any technical information relating to the Product, shall rest with the Supplier or, in the appropriate case, with a third party which has licensed the Supplier to sublicense these rights. Subject to any limitations that may have been agreed between the third party and the Supplier, the Purchaser shall acquire a nonexclusive, perpetual and transferable right to use these intellectual property rights, but limited to the extent required by the purpose of the Contract. The Supplier shall not be obliged to provide the Purchaser with the source code or with updates for any embedded software. This clause shall also apply when the Product and/or software has been specifically developed for the Purchaser, unless otherwise agreed in Writing.
2. Technical, commercial and financial information and information, which has been declared as confidential or which must by its very nature be deemed to be confidential, disclosed in Writing or orally by one party to the other, shall be treated confidentially. The information shall therefore not without the consent of the disclosing party in Writing be used for any other purpose than that for which it was provided. It may not, without the consent of the disclosing party in Writing, be transmitted, communicated or otherwise disclosed to a third party.

V. Acceptance tests

1. Acceptance tests provided for in the Contract shall, unless otherwise agreed, be carried out at the place of manufacture during normal working hours. If the Contract does not specify the technical requirements, the tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.
2. The Supplier shall notify the Purchaser In Writing of these tests in sufficient time to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, the test report shall be sent to the Purchaser and shall be accepted as accurate.
3. If the tests show the Product is not in accordance with the Contract, the Supplier shall without delay remedy any deficiencies in order to ensure that the Product complies with the Contract. New tests shall then be carried out at the Purchaser's request, unless the deficiency was insignificant.
4. The Supplier shall bear all costs for acceptance tests carried out at the place of manufacture. The Purchaser shall however bear all travelling and living expenses for his representatives in connection with such tests.

VI. Delivery. Passing of Risk

1. Any agreed trade term shall be construed in accordance with the INCOTERMS in force at the formation of the Contract.
If no trade term has been specifically agreed, delivery of the Product shall be Free Carrier (FCA) at the place named by the Supplier. If, in case of delivery Free Carrier, the Supplier, at the request of the Purchaser, undertakes to send the Product to the Site, the risk will nevertheless pass to the Purchaser as soon as the Product is handed over to the first carrier.
Partial delivery shall not be permitted, unless otherwise agreed in writing.

VII. Time for delivery. Delay

1. If the parties, instead of specifying the date for delivery, have specified a period of time within which delivery shall take place, such period shall start to run as soon as the Contract is entered into and all agreed preconditions to be fulfilled by the Purchaser have been satisfied, such as official formalities, payments due at the formation of the Contract and securities.
2. If the Supplier anticipates that he will not be able to deliver the Product at the time for delivery, he shall forthwith notify the Purchaser thereof In Writing, stating the reason and, if possible, the time when delivery can be expected.

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If the Supplier fails to give such notice, the Purchaser shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.

3. If delay in delivery is caused by any of the circumstances mentioned in Clause XII, by an act of omission on the part of the Purchaser, including suspension under Clause VIII No. 3 and in Clause XIII, or any other circumstances attributable to the Purchaser, the Supplier shall be entitled to extend the time for delivery by a period which is necessary having regard to all the circumstances of the case. This provision shall apply regardless of whether the reason for the delay occurs before or after the agreed time for delivery.
4. If the Product is not delivered at the time for delivery, the Purchaser shall be entitled to liquidated damages from the date on which delivery should have taken place.

The liquidated damages shall be payable at a rate of 0.5 per cent of the Contract Price for each commenced week of delay. The liquidated damages shall not exceed 7.5 per cent of the Contract Price.

If only part of the Product is delayed, the liquidated damages shall be calculated on that part of the Contract Price which is attributable to such part of the Product as cannot in consequence of the delay be used as intended by the parties.

The liquidated damages become due at the Purchaser's demand In Writing, but not before delivery has taken place or the Contract is terminated under Clause VII No. 5.

The Purchaser shall forfeit his right to liquidated damages if he has not lodged a claim in Writing for such damages within six months after the time when delivery should have taken place.

5. If the delay is such that the Purchaser is entitled to maximum liquidated damages under Clause VII No. 2 and if the Product is still not delivered, the Purchaser may In Writing demand delivery within a final reasonable period which shall not be less than one week.

If the Supplier does not deliver within such final period and this is not due to any circumstance which is attributable to the Purchaser, then the Purchaser may by notice In Writing to the Supplier terminate the Contract in respect of such part of the Product as cannot in consequence of the Supplier's failure be used as intended by the parties.

If the Purchaser terminates the Contract he shall be entitled to compensation for the loss he suffers as a result of the Supplier's delay, including any consequential and indirect loss. The total compensation, including the liquidated damages which are payable under Clause VII No. 2, shall not exceed 15 per cent of that part of the Contract Price which is attributable to the part of the Product in respect of which the Contract is terminated.

The Purchaser shall also have the right to terminate the Contract by notice In Writing to the Supplier, if it is clear from the circumstances that there will occur a delay in delivery which under Clause XIII No. 4 would entitle the Purchaser to maximum liquidated damages. In case of termination for this reason, the Purchaser shall be entitled to maximum liquidated damages and compensation under the third paragraph of this Clause XIII No. 5.

6. Liquidated damages under Clause VII No. 2 and termination of the Contract with limited compensation under Clause VII No. 3 shall be the only remedies available to the Purchaser in case of delay on the part of the Supplier. All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of Gross Negligence.
7. If the Purchaser anticipates that he will be unable to accept delivery of the Product at the time for delivery, he shall forthwith notify the Supplier in Writing thereof, stating the reason and, if possible, the time when he will be able to accept delivery. If the Purchaser fails to accept delivery at the time for delivery for a reason which is not attributable to the Supplier, he shall nevertheless pay any part of the Contract Price which becomes due at the time for delivery, as if delivery had taken place at the time for delivery. The Supplier shall arrange for storage of the Product at the risk and expense of the Purchaser. The Supplier shall also, if the Purchaser so requires, insure the Product at the Purchaser's expense.
8. Unless the Purchaser's failure to accept delivery is due to any of the circumstances mentioned in Clause XII, the Supplier may by notice in Writing require the Purchaser to accept delivery within a final reasonable period.

If, for a reason which is not attributable to the Supplier and not the result of any of the circumstances mentioned in Clause XII, the Purchaser fails to accept delivery within such period, the Supplier may by notice in Writing terminate the Contract in whole or in part. The Supplier shall then be entitled to compensation for the loss he suffers by reason of the Purchaser's default, including any consequential and indirect loss. The compensation shall not exceed that part of the Contract Price which is attributable to that part of the Product in respect of which the Contract is terminated.

VIII. Payment

1. Unless otherwise agreed, payment shall be made within 30 days after the date of the invoice. Unless otherwise agreed, the Contract Price shall be invoiced with one third at the formation of the Contract and the remaining part when the Product is delivered.
2. Whatever the means of payment used, payment shall not be deemed to have been affected before the Suppliers account has been irrevocably credited for the amount due.
3. If the Purchaser fails to pay by the stipulated date, the Supplier shall be entitled to interest from the day on which payment was due and to compensation for recovery costs. The rate of interest shall be as agreed between the parties or otherwise 8 percentage above the interest rate of European Central Bank for the main refinancing operations (MRO). The compensation for recovery costs shall be 1 per cent of the amount for which interest for late payment becomes due.

In case of late payment or in case the Purchaser fails to give an agreed security by the stipulated date the Supplier may, after having notified the Purchaser in writing, suspend his performance of the Contract until he receives payment or, where appropriate, until the Purchaser gives the agreed security.

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If the Purchaser has not paid the amount due within three months the Supplier shall be entitled to terminate the Contract by notice in writing to the Purchaser and, in addition to the interest and compensation for recovery costs according to this clause, to claim compensation for the costs and loss he incurs, including indirect and consequential loss.

IX. Retention of Title

1. The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of title is valid under the relevant law.

The Purchaser shall at the request of the Supplier assist him in taking any measures necessary to protect the Supplier's title to the Product.

The retention of title shall not affect the passing of risk under Clause VI.

X. Liability for Defects

1. The Product shall be in conformity with the Contract. Pursuant to the provisions of Clauses X and XI, the Supplier shall remedy any defect or nonconformity (hereinafter termed defect) of the Product resulting from faulty design, materials or workmanship.
2. The Supplier shall not be liable for defects arising out of materials provided or a design stipulated or specified by the Purchaser.
3. The Supplier shall only be liable for defects which appear under the conditions of operation provided for in the Contract and under proper use of the Product.
4. The Supplier shall not be liable for defects caused by circumstances which arise after the risk has passed to the Purchaser, e.g. defects due to faulty incorrect maintenance or repair by the Purchaser or to any alterations carried out without the Supplier's consent In Writing. The Supplier shall neither be liable for normal wear and tear nor for deterioration.
5. The Supplier's liability shall be limited to defects which appear within a period of one year from delivery. If the use of the Product exceeds that which is agreed, this period shall be reduced proportionately.
6. When a defect in a part of the Product has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of one year. For the remaining parts of the Product the period mentioned in Clause X No. 5 shall be extended only by a period equal to the period during which and to the extent that the Product could not be used as a result of the defect.

The Supplier shall not be liable for defects in any part of the Product for more than one year from the end of liability period referred to in Clause X No. 5 or from the end of any other liability period agreed upon by the parties.

7. The Purchaser shall without undue delay notify the Supplier In Writing of any defect which appears. The notice shall contain a description of the defect. Such notice shall under no circumstances be given later than two weeks after the expiry of the period given in Clause X No. 5 or the extended period(s) under Clause X No. 6, where applicable.

If the Purchaser fails to notify the Supplier In Writing of a defect within the time limits set forth in the first paragraph of this Clause, he shall lose his right to have the defect remedied and any other rights in respect of the defect. Where the defect is such that it may cause damage, the Purchaser shall immediately inform the Supplier In Writing. The Purchaser shall bear the risk of damage to the Product resulting from his failure so to notify. The Purchaser shall take reasonable measures to minimize damage and shall in that respect comply with instructions of the Supplier.

8. On receipt of the notice under Clause X No. 7 the Supplier shall at his own cost remedy the defect without undue delay, as stipulated in Clause X and XI. The time for remedial work shall be chosen in order not to interfere unnecessarily with the Purchaser's activities.

Remedial work shall be carried out at the Site, unless the Supplier deems it more appropriate, having regard to the interests of both parties, that the defective part or the Product is sent to him or a destination specified by him.

Where remedial work is carried out at the Site, Clauses VI No. 5-8 and Clause XVI No. 2 shall apply correspondingly.

If the defect can be remedied by replacement or repair of a defective part and if dismantling and re-installation of the part do not require special knowledge, the Supplier may demand that the defective part is sent to him or a destination specified by him. In such case the Supplier shall have fulfilled his obligations in respect of the defect when he delivers a duly repaired part or a part in replacement to the Purchaser.

9. The Purchaser shall at his own expense provide access to the Product and arrange for any intervention in equipment other than the Product, to the extent that this is necessary to remedy the defect.
10. Unless otherwise agreed, necessary transport of the Product or parts thereof to and from the Supplier in connection with the remedying of defects for which the Supplier is liable shall be at the risk and expense of the Supplier. The Purchaser shall follow the Supplier's instructions regarding such transport.
11. Unless otherwise agreed, the Purchaser shall bear any additional costs which the Supplier incurs for remedying the defect caused by the Product being located in a place other than the place specified in the Contract for putting the Product into service, of if not specified, the place of delivery.
12. Defective parts which have been replaced shall be made available to the Supplier and shall be his property.
13. If the Purchaser has given such notice as mentioned in Clause X No. 7 and no defect is found for which the Supplier is liable, the Supplier shall be entitled to compensation for the costs he incurs as a result of the notice.
14. If the Supplier does not fulfil his obligations under Clause X No. 8 or Clause XI No. 4, the Purchaser may by notice In Writing fix a final reasonable period for fulfilment of the Supplier's obligations, which shall not be less than one week.

If the Supplier fails to fulfil his obligations within such final period, the Purchaser may himself undertake or employ a third party to undertake necessary remedial work at the risk and expense of the Supplier, provided the Purchaser or third party does so in a professional manner.

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Where successful remedial work has been undertaken by the Purchaser or a third party, reimbursement by the Supplier of reasonable costs incurred by the Purchaser shall be in full settlement of the Supplier's liabilities for the said defect.

15. Where the defect has not been successfully remedied, as stipulated under Clause X No. 14:
 - a) the Purchaser shall be entitled to a reduction of the Contract Price in proportion to the reduced value of the Product, provided that under no circumstances shall such reduction exceed 15 per cent of the Contract Price, or, where the defect is so substantial as to significantly deprive the Purchaser of the benefit of the Contract as regards the Product or a substantial part of it,
 - b) the Purchaser may terminate the Contract by notice In Writing, to the Supplier in respect of such part of the Product as cannot in consequence of the defect be used as intended by the parties. The Purchaser shall then be entitled to compensation for his loss, costs and damages up to a maximum of 15 per cent of that part of the Contract Price which is attributable to the part of the Product in respect of which the Contract is terminated.
16. Notwithstanding the provisions of Clauses XVII No. 1-15 the Supplier shall not be liable for defects in any part of the Product for more than one year from the end of the liability period referred to in Clause XVII No. 5 or from the end of any other liability period agreed upon by the parties.
17. Save as stipulated in Clause X No. 1-16, the Supplier shall not be liable for defects. This applies to any loss the defect may cause, including loss of production, loss of profit and other indirect loss. This limitation of the Supplier's liability shall not apply if he has been guilty of intent or Gross Negligence according to Clause II No. 1 or where an injury or the death of a person is caused through negligence.

Furthermore, the limitation of liability shall not apply in cases of a negligent breach of a fundamental condition of the contract. In the case of slight negligence the Supplier shall be liable only for reasonably foreseeable damage which is intrinsic to the contract.

Nor shall the limitation of liability apply in the case of strict liability under the Product Liability for defects of the Product causing death or personal injury, or damage to items of property used privately. Furthermore, the said limitation of liability shall not apply in the case of defects the Supplier has fraudulently concealed or whose absence he has guaranteed.

XI. Liability for infringement of intellectual property of rights

1. Unless otherwise agreed, the Supplier shall, in accordance with this clause and next clauses, be liable towards the Purchaser for the Product infringing patents, copyrights or any other intellectual property rights of a third party in the country where the Site is located. The Supplier shall in such case indemnify the Purchaser and hold the Purchaser harmless against claims of third parties, provided that such claims are confirmed as valid by a final award or a settlement approved by the Supplier.
The Supplier shall however not be liable for the Purchaser's loss of production, loss of profit, loss of use and loss of contracts, unless the Supplier has been guilty of Gross Negligence.
2. The Supplier shall have no liability for infringement of intellectual property rights arising out of:
 - a) The Product being used elsewhere than in the country where the Site is located;
 - b) The Product being used otherwise than agreed or in a way that the Supplier could not have foreseen;
 - c) The Product being used together with equipment of software not supplied by the Supplier, or
 - d) a design or construction stipulated or specified by the Purchaser.
3. The Supplier shall only be liable if the Purchaser notifies the Supplier in writing without delay of any claims as referred to in clause XI No. 1 which he receives and allows the Supplier to decide how the claim shall be dealt with. Defense against claim referred to in Clause XI No. 1 shall be for the Supplier's account. The Supplier shall compensate the Purchaser for any amounts the latter is obliged to pay under a final award or a settlement approved by the Supplier.
4. Infringement of intellectual property rights shall, at the Supplier's discretion, be remedied by:
 - Providing the right for the Purchaser to use the Product,
 - Adjusting the Product so that the infringement ceases, or
 - By replacing the Product with another product, which can be used without infringement applicable intellectual property rights.
5. If the Supplier fails to remedy the infringement in accordance with Clause XI No. 4 without undue delay, Clauses X No. 15-17 shall apply.

XII. Force Majeure

1. Either party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties, such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and import or export restrictions, epidemics, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause. A circumstance referred to in this Clause, whether occurring prior to or after the formation of the Contract, shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of the formation of the Contract.
2. The party claiming to be affected by Force Majeure shall notify the other party In Writing without delay on the Intervention and on the cessation of such circumstance. If a party fails to give such notice; the other party shall be entitled to compensation for any additional costs which he incurs and which he could have avoided had he received such notice.
If Force Majeure prevents the Purchaser from fulfilling his obligations, he shall compensate the Supplier for costs which the Supplier incurs in storing, securing and protecting the Product and avoiding unreasonable interference with his other activities.
3. Regardless of what might otherwise follow from these General Conditions, either party shall be entitled to terminate the Contract by notice In Writing to the other party if performance of the Contract is suspended under Clause XII No. 1 for more than six months.

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XIII. Anticipated Non-Performance

1. Notwithstanding other provisions in these General Conditions regarding suspension, each party shall be entitled to suspend the performance of his Obligations under the Contract where it is clear from the circumstances that the other party is not going to perform his obligations. A party suspending his performance of the Contract shall forthwith notify the other party thereof In Writing.

XIV. Consequential Losses

1. Save as otherwise stated in these General Conditions or in case of Gross Negligence there shall be no liability on either party towards the other party for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever, whether the loss was foreseeable or not.

XV. Disputes and applicable Law

1. All disputes arising in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law.
The place of arbitration is Cologne, Germany.
The number of arbitrators is 3 [three].
The language of the arbitral proceedings is English.
2. German law shall apply. The UN Convention on the International Sale of Goods (CISG) shall not apply.

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