

# General Terms and Conditions of Business

## cab Produkttechnik GmbH & Co KG



As of 19/11/2024

### 1 Incorporation of the General Terms and Conditions

1.1 The contractual relationship between cab Produkttechnik GmbH & Co KG (referred to hereinafter as cab) and the customer shall be governed exclusively by these General Terms and Conditions in the version applicable at the time of concluding the contract.

1.2 In individual cases, special terms and conditions stipulated by cab shall apply in addition to these General Terms and Conditions, if reference has been made to such special conditions in text form.

1.3 Any general terms and conditions of the customer beyond these General Terms and Conditions shall be expressly excluded. Any deviating or conflicting terms and conditions shall only be accepted if cab has expressly approved their validity in writing. Such terms and conditions shall not be incorporated in particular if cab has not reacted to or has not expressly contradicted any declared incorporation, for example by reference on the letterhead, in delivery notes or the like. The performance of the agreed services or the acceptance of the agreed remuneration shall also not constitute an approval to incorporate the general terms and conditions of the corresponding customer.

1.4 These terms and conditions shall also apply to all future business transactions between the Parties.

### 2 Conclusion of contract, documents

2.1 The contract between cab and the customer shall come into effect upon acceptance of the offer in accordance with the following provisions.

2.2 The services presented by cab on its website or in its catalogue shall merely constitute an invitation to the customer to submit an offer to conclude a purchase contract. The order placed by the customer constitutes the offer to conclude a purchase contract subject to the terms and conditions stated in the purchase order.

2.3 cab can accept the offer to conclude a contract contained in the purchase order within a period of two weeks. The contract shall not come into effect until written declaration of acceptance by cab.

2.4 cab reserves the full title and copyrights to illustrations, drawings, calculations and other documents. The documents may only be made available or disclosed to third parties or used or reproduced by the customer or by third parties after obtaining cab's prior express consent. If the order is not placed with cab, such documents shall be returned immediately on request and any copies shall be destroyed. Sentences 1 and 2 shall apply mutatis mutandis to the customer's documents; however, these may be made available to those third parties who have been permissibly authorised by cab to carry out deliveries.

### 3 Information provided in the catalogue

The qualities stated on cab's website and in its product catalogue stipulate the properties of the delivery item comprehensively and conclusively to the extent that any public statements made by cab, any manufacturers, their vicarious agents or third parties (e.g. public representations of product properties) shall not constitute any supplementary or modifying stipulations of the quality of the delivery item. The information provided in the catalogue constitutes no representation or warranty.

### 4 Reservation of timely and correct delivery by suppliers

cab does not assume any supply risk. cab is entitled to withdraw from the contract to the extent that it does not receive the delivery item despite having concluded a corresponding supply contract before; cab's liability for intent and negligence shall remain unaffected. cab shall inform the customer without delay of the non-availability of the delivery item and, if cab intends to withdraw from the contract, exercise the right of withdrawal without delay. In the event of withdrawal, cab shall refund to the customer without delay any payments already effected.

### 5 Terms of delivery and payment

5.1 The prices shall cover the scope of services and supply stated in the order confirmations. Any additional and special services shall be charged separately. The prices are quoted exclusive of value-added tax and ex works (FCA Incoterms © 2010 Wilhelm-Schickard-Str.14, 76131 Karlsruhe, Germany). In particular, the costs of packaging, transport and insurance and, in the case of

export deliveries, the customs duties as well as any other fees and public charges shall be borne by the customer.

5.2 Unless stated otherwise in the offer or in the order confirmation, the following terms of payment shall be deemed agreed upon: The remuneration shall be due in full upon delivery. Without requiring any further declarations from cab, the customer shall be deemed to be in default 30 days after the due date if he has failed to effect the payment.

5.3 In the event of default in payment, cab is entitled to demand default interest amounting to 9 percentage points above the basic interest rate pursuant to Sec. 247 BGB [German Civil Code]. The customer is allowed to produce evidence that cab has not sustained any damage or loss or sustained far lower damage or loss. cab is allowed to produce evidence of higher damage or loss.

5.4 The price shall be payable free of charge to cab's bank account.

5.5 For deliveries with a total order value of less than € 30, a minimum quantity surcharge amounting to the difference to the minimum contract value of € 30 will be charged. If it turns out after conclusion of the contract that the customer's financial circumstances are not creditworthy, cab may claim either advance payments or provision of security for claims due or not yet due from all contracts between cab and the customer and refuse performance until receipt of advance payment or provision of security. If this claim is not satisfied in a timely manner, cab is entitled to withdraw from the contract and claim damages in lieu of performance. The amount of damages shall be based on the average profit typical of the industry. The customer is allowed to produce evidence that cab has not sustained any damage or loss or sustained far lower damage or loss. cab is allowed to produce evidence of higher damage or loss.

5.6 The contracts coming into effect pursuant to Sec. 2 may not be rescinded unilaterally by the customer. However, rescission is possible with cab's written consent. In this case, cab is entitled to claim damages from the customer in lieu of performance. The amount of damages shall be based on the average profit typical of the industry. The customer is allowed to produce evidence that cab has not sustained any damage or loss or sustained far lower damage or loss. cab is allowed to produce evidence of higher damage or loss.

5.7 In the event that any defects are present, the customer has no right of retention, except in the event of apparent defects. In such a case, the customer may only exercise a right of retention to the extent that the amount retained is in a reasonable proportion to the defects and the anticipated costs of cure (in particular remediation of defects). The customer is not entitled to claims and rights for defects if he has failed to effect due payments and the amount due (including any payments already effected) is in a reasonable proportion to the value of the – defective – delivery.

5.8 Part deliveries are permissible provided that the part delivery can be used by the customer for the contractually agreed purpose, the delivery of the remaining goods ordered is ensured and the part delivery causes no significant additional efforts or additional costs for the customer (unless cab undertakes to bear these costs).

### 6 Liability

6.1 cab shall be liable for intent or gross negligence on the part of cab or of a representative or vicarious agent in accordance with the statutory provisions. Otherwise, cab shall only be liable under the Product Liability Act for injuries to life, limb or health or for culpable breach of material contractual obligations; material contractual obligations include the duty of timely delivery of the delivery items free from material and legal defects that affect their functionality or usability more than just insignificantly, as well as duties of consultation, protection and care which are intended to enable the customer to use the delivery items as agreed or are aimed at protecting the life and limb of the customer's personnel or his property against material damage. However, the liability to pay damages for breach of material contractual obligations shall be limited to the foreseeable damage typical of contracts, unless one of the exceptional cases stated in sentence 1 or 2 of this paragraph is present at the same time. Even in cases of gross negligence, cab's liability shall be limited to the foreseeable damage typical of contracts, unless one of the exceptional cases stated in sentence 1 or 2 of this paragraph is present.

6.2 In the event of slight negligence, cab's liability to pay damages for property damage and any resulting financial loss shall be limited to the amount in accordance with the current limit of liability of cab's product liability insurance or general liability insurance, even if material contractual obligations are breached.

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6.3 The provisions set forth in Sec. 6.2 shall apply to all claims for damages (in particular damages in addition to performance and damages in lieu of performance), regardless of the legal reason, in particular for defects, breach of duties arising from the obligation or tort. They shall also apply to claims for reimbursement of futile expenses.

6.4 The foregoing provisions shall not entail any change in the burden of proof to the customer's detriment.

6.5 The liability for default shall be governed by Sec. 7, the liability for impossibility by Sec. 8.

### 7 Default in delivery

7.1 If the failure to meet deadlines is attributable to force majeure events or other events that were not foreseeable at the time of concluding the contract (e.g. operational disruptions of any kind, difficulties of material or energy supply, delays in transport, strikes, legitimate lockouts, shortage of workforce, energy or raw materials, difficulties obtaining necessary permissions from authorities, measures imposed by regulatory authorities or non-delivery or untimely delivery by suppliers) beyond cab's control, cab shall not be liable for impossibility of delivery or delays in delivery. Where such events make the delivery or performance much more difficult or impossible for cab and the hindrance is not only temporary, cab is entitled to withdraw from the contract. In the event of temporary hindrances, the delivery or performance deadlines shall be extended by the duration of the hindrance plus a reasonable start-up period.

7.2 If cab fails to perform by the due date, cab shall only be deemed to be in default if the customer sets cab a reasonable additional period for performance in writing.

7.3 cab shall be liable for delays in performance in cases of intent and gross negligence on the part of cab or of a representative or vicarious agent in accordance with the statutory provisions, taking into account Sec. 7.1 and 7.2.

7.4 In cases of gross negligence, however, cab's liability shall be limited to the foreseeable damage typical of contracts. Apart from the cases set forth in Sec 7.3, cab's liability to pay damages in addition to performance and damages in lieu of performance for delays in performance shall be limited to altogether 15% of the value of that part of the delivery which is affected by the delay. Any further claims of the customer – even after expiry of any additional period for performance granted to cab – shall be excluded. The foregoing limitations shall not apply to liability for injuries to life, limb or health. The foregoing provisions shall not entail any change in the burden of proof to the customer's detriment.

### 8 Impossibility

In the event of impossibility of delivery, cab shall be liable for intent and gross negligence on the part of cab or of a representative or vicarious agent in accordance with the statutory provisions. In cases of gross negligence, however, cab's liability shall be limited to the foreseeable damage typical of contracts. Apart from the cases set forth in sentence 1, cab's liability for damages and reimbursement of futile expenses for impossibility of delivery shall be limited to altogether 15% of the value of the delivery items. Any further claims of the customer for impossibility of delivery shall be excluded. The foregoing limitations shall not apply to liability for injuries to life, limb or health. The customer's right to withdraw from the contract shall remain unaffected. The foregoing provisions shall not entail any change in the burden of proof to the customer's detriment.

### 9 Customer's right of withdrawal

The customer may only withdraw from the contract in accordance with the statutory provisions if cab is responsible for the breach of duty; in the event of defects, however, the statutory conditions must be met, taking into account the provisions of these GTC governing defects. In the event of breaches of duty, the customer shall declare within a reasonable period after being requested by cab whether he withdraws from the contract because of the breach of duty or insists on the delivery.

### 10 Place of performance and transfer of risk

10.1 The place of performance shall be the location of cab's shipping warehouse for the corresponding goods. The risk shall pass on to the customer upon handover of the goods sold to the carrier at the place of performance. This shall also apply in particular where collective orders are placed, where part deliveries are made, where delivery carriage paid has been agreed upon or where cab has

agreed to take care of the transport. If the shipment or handover is delayed as a result of circumstances the cause of which is attributable to the customer, the risk shall pass on to the customer at the time the delivery item is ready for shipment and cab has notified the customer thereof.

10.2 Handover is also deemed to have been effected if the customer is in default of acceptance.

### 11 Storage charges

If shipment of the delivery items is delayed by more than 2 weeks after the agreed delivery date at the customer's request or, where no exact date has been agreed upon, shipment is delayed after cab has notified the customer of the readiness for shipment, a lump sum amounting to 1.5% of the price of the delivery item per month may be charged for storage. The customer is allowed to produce evidence that cab has not sustained any damage or loss or sustained far lower damage or loss. cab is allowed to produce evidence of higher damage or loss.

### 12 Warranty

12.1 Where the customer intends to claim damages in lieu of performance, the cure is deemed to have failed only after the second futile attempt. The statutory cases where setting a period for performance may be dispensed with shall remain unaffected.

12.2 While effecting cure, cab is in no way obliged to deliver substitute. cab is in each case entitled to choose between remediation of defects and substitute delivery. If the cure fails, the customer may, at his option, reduce the purchase price or withdraw from the contract. The application of Sec. 478 (1) BGB (customer's right of recourse if he had to take back the goods because of defects or the consumer has reduced the purchase price) as well as the customer's right to claim damages in lieu of performance in accordance with the statutory provisions and these GTC shall remain unaffected.

12.3 Any expenses required to effect cure shall be borne by the customer to the extent that such expenses increase because the cure is effected at a place other than the customer's place of business, unless such transfer is part of the intended use.

12.4 Where delivery of used items is agreed with the customer on a case by case basis, any warranty for material defects shall be excluded.

### 13 Duty to examine and object to defects

The assertion of warranty claims by the customer shall be subject to the prerequisite that he has properly met the duty to examine and object to defects pursuant to Sec. 377 HGB [German Commercial Code]. Sec. 377 HGB reads as follows:

"(1) Where the sale is a commercial transaction for both parties, the buyer shall examine the goods promptly following delivery by the seller to the extent practicable in the ordinary course of business, and if a defect becomes apparent, promptly advise the seller.

(2) If the buyer fails to advise the seller, the goods shall be deemed to have been approved, unless there is a defect which was not apparent during the examination.

(3) Where such a defect becomes apparent at a later time, notice shall be given promptly following the discovery; otherwise, the goods shall be deemed approved, including with regard to this defect.

(4) The timely dispatch of notice shall suffice to preserve the buyer's rights.

(5) Where the seller has maliciously concealed the defect, he may not rely on these provisions."

This shall also apply in the event that goods or quantities other than those ordered have been delivered.

### 14 Reservation of title

14.1 cab reserves the title to the delivery item until all claims cab is entitled to against the customer under the business relationship have been satisfied.

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14.2 The customer is allowed to process the delivery item or mix or combine it with other items. The processing, mixing or combination (hereinafter referred to collectively as "processing" or "processed") shall be performed on cab's behalf. The item resulting from processing is referred to as the "new product". The customer shall keep the new product for cab with the due care and diligence of a prudent businessman.

14.3 If the delivery item is processed together with other items not belonging to cab, cab shall acquire co-ownership of the new product in proportion of the value of the processed delivery item to the value of the other processed goods at the time of processing. Where the customer acquires sole ownership of the new product, cab and the customer agree that the customer shall grant cab co-ownership of the new product in proportion of the value of the processed delivery item to the value of the other processed goods at the time of processing.

14.4 The customer may sell the delivery item or the new product in the ordinary course of business. In the event that the delivery item or the new product is sold, the customer hereby assigns to cab as security his claim against the purchaser arising from the resale, if the customer holds co-ownership, in proportion of his share of co-ownership, including all ancillary rights, without this requiring any further special declarations. The assignment shall also apply to any balance claims. The same applies to other claims that take the place of the delivery item or otherwise arise in respect of the delivery item, such as insurance claims or tort claims resulting from loss or destruction. However, the assignment shall only apply up to the amount corresponding to the price of the delivery item invoiced by cab. Priority shall be given to satisfying that portion of the claim which has been assigned to cab.

14.5 If the customer combines the delivery item or the new product with a plot of land or movable property, he shall also assign to cab his claims to remuneration arising from the combination, including all ancillary rights, in proportion of the value of the delivery item or the new product to the other combined goods at the time of combination, without this requiring any further special declarations.

14.6 Until revocation, the customer is entitled to collect the claims assigned under 14.4 and 14.5. The customer shall forward to cab without delay the payments made for the assigned claims up to the amount of the secured claim. cab is entitled to revoke the customer's collection authorisation for good cause, in particular default in payment, cessation of payment, institution of insolvency proceedings, bill protest or reasonable indications of excessive debt or imminent insolvency of the customer. Furthermore, cab may disclose the security assignment, realise the assigned claims and demand that the customer disclose the security assignment to the purchaser after giving reasonable prior notice.

14.7 On presenting evidence of a legitimate interest, the customer shall provide all information and hand over all documents to cab required by cab to assert its rights against the purchaser.

14.8 As long as the reservation of title exists, the customer is not allowed to pledge the delivery item or transfer it as security. Resale is only permitted to resellers in the ordinary course of business and only on condition that the proceeds from the resale are paid to the customer. The customer shall also agree with the purchaser that the purchaser does not acquire ownership until such payment is made. In the event of attachments, seizures or other dispositions or interventions by third parties, the customer shall point out cab's ownership and notify cab without delay. If the third party is unable to reimburse cab for the court and out of court fees incurred in this connection, the customer shall be liable to reimburse cab for these costs.

14.9 Insofar as the realisable value of the security interests cab is entitled to exceeds the amount of all secured claims by more than 10%, cab shall release a corresponding portion of the security interests at the customer's request. cab is free to choose the security interests to be released.

14.10 In the event that cab withdraws from the contract for breach of contract on the part of the customer, in particular default in payment (enforcement), cab is entitled to demand return of the delivery item.

### 15 Industrial property rights, copyrights

15.1 Unless agreed upon otherwise, cab is obliged to supply the delivery item free from industrial property rights and copyrights of third parties (referred to hereinafter as property rights) merely in the customer's country. Insofar as a third part asserts justified claims against the customer for infringement of property rights by the delivery item supplied by cab and used by the customer as

agreed, cab shall be liable to the customer within the period stipulated in Sec. 18 as follows:

15.2 cab shall, at its option, obtain a right of use in respect of the corresponding delivery item, change it such that it no longer infringes the property rights or replace it at its own expense. If cab is unable to do so on reasonably acceptable terms, the customer is entitled to the same rights he is entitled to in the event of a failure to cure material defects in accordance with these GTC.

15.3 cab's aforementioned obligations shall only exist insofar as the customer notifies cab in writing without delay of the claims asserted by third parties, does not acknowledge an infringement and leaves all defence measures and settlement negotiations to cab's discretion. The customer undertakes to support cab in doing so. If the customer ceases to use the delivery item to mitigate the damage or for other important reasons, he is obliged to advise the third party that the cessation of use does not constitute any acknowledgement of infringement of property rights.

15.4 Any claims of the customer shall be excluded if he is responsible for the infringement of property rights.

15.5 Furthermore, any claims of the customer shall be excluded if the infringement of property rights is caused by special requirements stipulated by the customer, if the infringement of property rights is caused by changes made to the delivery item or part thereof, if the infringement of property rights is caused by combination of the delivery item or part thereof in implementing a procedure or if the infringement of property rights is caused after the customer has been warned or otherwise obtained knowledge of a possible infringement, unless cab has given written approval to further infringements.

15.6 In the event of infringements of property rights, the provisions of these GTC governing defects shall apply mutatis mutandis to the customer's claims set forth in Sec. 15.1 and 15.2. This shall also apply to other legal defects.

15.7 Any further claims or claims other than those set forth in this Sec. 15 of the customer against cab and its vicarious agents for legal defects shall be excluded.

### 16 Rights to software

16.1 For the purpose of internal operation of the performance, the customer shall be granted an unlimited, non-transferable and non-exclusive right to use software, its modifications, enhancements, extensions and pertinent documentation which are part of cab's performance or supplied at a later point. cab shall remain the sole holder of the copyrights.

16.2 Simultaneous installation or use of the software supplied by cab on more than one hardware device is not permitted. The customer may not alter, copy or otherwise reproduce this software. The production of one backup copy identified as such is permitted.

16.3 The interface information required to establish interoperability can be obtained from cab against payment of an adequate fee.

16.4 The customer undertakes to prevent unauthorised access to the supplied software as well as the pertinent documentation by his staff or other third parties by taking appropriate precautions, in particular by keeping the original data carriers and the backup copy in a place protected against unauthorised access.

### 17 Offset, retention

Offsetting against the customer's counterclaims or retention of payments on account of such claims is only permitted if the counterclaims are undisputed or legally established.

### 18 Period of limitation

18.1 The period of limitation for claims and rights for defects of the performance – regardless of the legal reason – shall be 1 year. The period of limitation shall also apply to all claims for damages asserted against cab in connection with the defect – regardless of the legal basis of the claim.

18.2 Insofar as any claims for damages are asserted against cab which are not related to a defect, these claims shall be subject to the period of limitation pursuant to Sec. 18.1 sentence 1.

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18.3 The periods of limitation pursuant to 18.1 and 18.2 shall apply with the following proviso:

a) As a rule, the periods of limitation shall not apply in the event of intent or fraudulent concealment of a defect or where cab has warranted the quality of the delivery item.

b) Furthermore, the periods of limitation shall not apply to claims for damages for injuries to life, limb, health or freedom, to claims under the Product Liability Act, for grossly negligent breach of duty or for breach of material contractual obligations.

18.4 The period of limitation commences for all claims upon delivery or, in the case of work, upon acceptance.

18.5 Unless expressly stipulated otherwise, the statutory provisions governing the commencement, suspension of expiry, suspension and recommencement of the limitation period shall remain unaffected.

18.6 The foregoing provisions shall not entail any change in the burden of proof to the customer's detriment.

### 19 Service and repair

#### 19.1 Warranty repairs

19.1.1 cab warrants the quality of the products in accordance with these General Terms and Conditions. Warranty claims are settled free of charge by cab only. If the customer carries out warranty repairs himself, cab is only obliged to provide free replacement of spare parts that are covered by the warranty. The customer shall only use spare parts for warranty repairs which are distributed or recommended by cab. The customer shall be solely liable for all warranties given to third parties beyond the warranty given by cab.

19.1.2 To verify a warranty claim, cab needs the copy of the invoice or the delivery note or similar documents. Furthermore, cab needs the following details:

- Device designation
- Serial number
- Detailed description of the malfunction

19.1.3 Where products are sent to cab without a detailed description of the malfunction, cab is entitled to choose between performing a fee-based fault diagnosis and returning the device without repair against payment of a service fee of € 45.00. In the Laser product department, the processing fee is calculated according to actual expenses.

19.1.4 In the case of complaints relating to print quality, a roll of the label and ribbon material and, if possible, the label file shall be enclosed with the device. Please remove the label and transfer ribbon from the device in order to avoid transport damage.

19.1.5 If cab is unable to detect or verify the presence of a malfunction, the device will be returned against payment of a service fee of € 45.00. In this case, cab reserves the right to pass on the costs of its suppliers to the customer. In the Laser product department, the processing fee is calculated according to actual expenses.

#### 19.2 Deviating warranty periods

19.2.1 The respective product lines are subject to the following warranty periods in deviation from cab's General Terms and Conditions:

Label printers, print and apply systems, marking lasers XENO/FL+:

- 24 months

Marking lasers XENO+:

- 48 months

Printheads label printers:

- 24 months or 50 km in thermal transfer operation (whichever is earlier)

- 24 months or 25 km direct thermal operation (whichever is earlier); label material must be approved by cab in advance.

#### 19.3 Exclusion from warranty

19.3.1 The warranty shall expire if the customer modifies the delivery item or have it modified by third parties without obtaining cab's consent and the remediation of defects becomes impossible or unreasonable as a result. In each case, any extra costs resulting from the modification shall be borne by the customer. Where a material defect is attributable to the customer's fault, such as poor maintenance, incorrect assembly, improper use or storage, any warranty claims shall be excluded.

19.3.2 Wear parts (such as drive roller, slipping clutch or brake) are not covered by the warranty to the extent that the warranty claim is based on wear and tear occurring or occurred.

19.3.3 External damage to the printhead surface (scratches) or damage caused by insufficient cleaning and overheating by the customer are also not covered by the warranty. New printheads must be fitted in accordance with the applicable EMV regulations.

#### 19.4 Chargeable repairs

19.4.1 Repairs beyond the warranty period are subject to a charge. This also applies to repairs that are not covered by the warranty.

19.4.2 As a rule, chargeable repairs are carried out based on a cost estimate if the expected repair costs exceed the reference values listed below. If the costs are below these values, the repair is carried out without preparing a cost estimate and the device is returned promptly.

20% of the current net list price:

A+, SQUIX, MACH 4, MACH 4S, MACH 1, MACH 2, EOS (all models),

Accessories of the printer series:

A+, SQUIX, MACH 4, MACH 4S, MACH 1, MACH 2, EOS, XD, XD Q, XC, XC Q, Applicators of the series: A+, SQUIX, Hermes+ and Hermes Q

10% of the current net list price:

Hermes+, Hermes Q, XD, XD Q, XC, XC Q, PX, PX Q

A costs estimate is always prepared for marking lasers.

19.4.3 As a rule, the repair of accessories / peripheral devices is carried out without preparing a cost estimate.

19.4.4 Where cab deems that repairing the device is no longer economically viable, the competent service technician will get in touch with the customer.

19.4.5 The customer shall give prior written notice if he generally wishes a cost estimate. cab will charge a service fee of € 45.00 for preparing a cost estimate for repairs below the reference values listed in Sec. 19.4.2 as well as for accessories / peripheral devices.

19.4.6 Payment shall be due on receipt of the invoice at the latest. The statutory value-added tax is not included in the prices; it will be shown separately in the invoice at the statutory rate applicable as of the invoice date.

#### 19.5 Packaging

19.5.1 Defective devices should only be returned in the original packaging. Improper packaging may endanger the warranty claim due to potential transport damage. As a rule, cab only sends devices in the original packaging. Where devices are not returned in the original packaging, the original packaging will be provided and charged by cab. On request, cab will be happy to send you empty original packaging for return.

#### 19.6 Period of repair

19.6.1 cab endeavours to repair and return the devices within 10 working days. Warranty repairs are usually carried out within 2 working days of receipt of the device. If cab has to contact a supplier, the repair may be delayed. cab will give notice to the customer of the anticipated duration of the repair.

#### 19.7 Loan devices

19.7.1 While the device is being repaired, the customer has the opportunity to request a loan device from cab. To this end, the customer has to state the cab serial number of the device and will then promptly receive a request form for a

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loan device, which has to be signed on the last page and returned to cab. The loan device will be delivered by UPS on the next day. In the event of delayed return of the loan device or a failure to return the defective device, cab will charge a lump-sum usage fee of € 35.00 (€ 180.00 for marking lasers) per day or part thereof, also in warranty cases. If any defects are detected after return, the repair costs shall be reimbursed by the customer.

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19.7.2 The rental fees for end customers are as follows:

Label printers:	€ 250.00
Marking lasers:	€ 1980.00
Device options:	€ 100.00
Universal cutters, Maestro:	€ 250.00

### 19.8 On-site service

19.8.1 cab's service concept provides for repairs of defective devices to be carried out at cab's workshop in Karlsruhe. If on-site service is requested or necessary, cab offers to send a service technician. As a rule, however, cab reserves the right to decide whether to carry out the repair at the workshop or at the customer's site.

19.8.2 The service technician prepares a report of the type and duration of the service, which is signed by the customer upon completion.

19.8.3 The daily normal working time is 8 hours.

19.8.4 The working and waiting time on site will be charged at € 96.00 / hour (€ 120.00 / hour in the laser product department). When travelling to and from the customer's site by car, cab will charge a lump sum of € 1.60 / km for travel expenses (€ 1.95 / km in the laser product department). The costs of travel to and from the customer's site by public transport, the costs of overnight accommodation and any other ancillary costs will be charged as incurred on presentation of receipts.

Work beyond the normal working hours is subject to the following surcharges:

Overtime hours (Mon - Fri):	25%
Work on Saturdays:	50%
Work on Sundays and public holidays:	100%
Night work:	100%

19.8.5 If the service technician needs to travel to and from the customer's site several times, the corresponding costs shall be reimbursed by the customer.

19.8.6 The order for on-site service shall be placed in writing with our service department.

## 20 Governing law

The law of the Federal Republic of Germany shall apply, without giving effect to any conflict-of-law rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

## 21 Place of jurisdiction

If the customer is a merchant, a legal person under public law or a special fund under public law, cab's place of business shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship.

## 22 Language clause; severability clause

22.1 If this agreement is translated into any other language than German, the German version shall prevail.

22.2 Should any of the foregoing provisions be found invalid, the validity of the remaining provisions shall not be affected. The invalid or void provision shall be replaced by the corresponding statutory regulation, unless the Parties agree upon another legally effective provision. The same applies to any gaps or omissions in the contract.

23 Note: The customer is aware that cab stores data from the contractual relationship for the purpose of data processing in accordance with Sec. 28 of the Federal Data Protection Act and that cab reserves the right to transfer data to third parties (e.g. insurance providers) where this is necessary for the performance of the contract.

Information acc. Art. 13, 14 GDPR (General Data Protection Regulation) can be found at: <https://www.cab.de/en/data-protection/>