

General Conditions of Sale of Tresky GmbH

Stand: 09 / 2025

These terms and conditions form an integral part of all offers, contracts and order confirmations.

1. General

These General Terms and Conditions of Sale of Tresky GmbH apply exclusively to contracts and any business relationship with the customer. Different terms and conditions of the customer do not become part of the contract, even if we do not expressly object to them.

Changes and additions to the contract and this clause must be in writing. The customer can only refer to ancillary agreements before and during the conclusion of the contract if we confirm them in writing without delay. Declarations made by our employees are only binding if they are confirmed by us in writing.

We are entitled to electronically store the data required for contract processing.

2. Scope of delivery and services

The deliveries and services of Tresky GmbH are finally listed in the order confirmation and any enclosures submitted at the same time. Tresky GmbH is entitled to make changes that lead to improvements in the machines.

Regulations and/or technical standards of the customer or in the customer's country are taken into account to the extent that they are provided by the customer to Tresky GmbH in writing and included in the order confirmation.

3. Sample material and measuring equipment

The customer provides both the test material required for setting up the machines in sufficient quantity as well as the measuring equipment required for testing the parts free of charge and delivers these to Tresky GmbH by the date specified in the order confirmation (arriving) at the latest. The costs of delivery (freight, customs clearance, insurance, taxes and duties of any kind) are borne by the customer.

4. Delivery Time

The agreed delivery time begins with the receipt of the order confirmation countersigned by the customer and the receipt of the obligations to be made by the customer (such as advance payments, bank guarantees, letters of credit, etc.).

The delivery period is extended accordingly if:

- the customer subsequently requests changes to the machines or a part to be machined;
- technical specifications have to be corrected in detail afterwards;

- Sample material and measuring equipment do not arrive on time, not in sufficient quantity or not in the right condition;
- other delays occur for which Tresky GmbH is not responsible, such as official measures, subsequently required permits, strikes, delivery blocks or force majeure;
- Advance payments, partial payments, letters of credit, payment guarantees to be provided, permits to be obtained by the customer, etc. do not arrive on time or do not correspond to the agreed form, letters of credit or payment guarantees to be provided have to be extended or changed due to an extension of the delivery period;
- Dates for preliminary acceptance or test runs have to be postponed beyond a date specified by Tresky GmbH.

The dates provided for the fulfillment are extended according to the duration of the influence of the circumstances for which we are not responsible.

The delivery period is met if the notification of readiness for dispatch is received by the agreed date.

5. Shipping costs, transfer of use and risk

The customer bears the transport, insurance and packaging costs.

Use and risk are transferred to the customer when the delivery leaves the factory, even if Tresky GmbH undertakes the shipping, export or installation. In the event of delayed acceptance, benefit and risk are transferred to the latter on notification of readiness for dispatch by a specific date.

6. Prices

Unless otherwise stated in the order confirmation, all prices are fixed and ex works, uninsured, duty unpaid, excluding taxes, fees, charges or similar. If transport and insurance are organized by Tresky GmbH, the costs incurred will be charged at cost. Taxes, duties, fees, customs duties and the like are then also at the expense of the customer and Tresky GmbH is entitled to a refund if we have to provide any preliminary services.

Any subsequent changes requested by the customer in the construction, design or additional equipment to be supplied, modifications due to deviating sample material or measuring equipment or measuring methods will be charged separately; the same applies to costs that become necessary in order to comply with special factory regulations or special acceptance conditions, unless these are announced in writing



before the order is placed and are noted in the order confirmation.

7. Payments

Payments are to be made without deductions (discount, expenses or similar).

The payment date shall be adhered to even if the transport, installation, commissioning, or acceptance of the machinery have been delayed or made impossible for reasons beyond Tresky GmbH's control.

Tresky GmbH is entitled to demand default interest for late payments.

If payment by means of a letter of credit has been agreed and the required test materials and/or measuring equipment do not arrive on time or in the correct condition or quantity, or if an agreed preliminary machine acceptance is delayed or not carried out for reasons for which Tresky GmbH is not responsible, Tresky GmbH is entitled to deliver the machines and to claim payment of the letter of credit.

Retention of payments or offsetting of any kind, in particular due to alleged non-conformity of the machines by the customer, are mutually excluded

8. Retention of title

The delivered goods remain the property of Tresky GmbH until full and unconditional payment has been made. If Tresky GmbH has other claims against the customer, the retention of title remains in place until these are paid.

If retention of title can or must be registered with any official department in the customer's country, Tresky GmbH shall be entitled to do so.

9. Acceptance of machines

The acceptance of the machines usually takes place as a preliminary acceptance before delivery by the customer or his representative at Tresky GmbH and as a final acceptance after installation and setup at the customer's site. For machines that are set up by the customer, the preliminary acceptance is considered as the final acceptance. A written record of the acceptance must be made.

Minor defects that do not significantly affect the functionality of the machines will be remedied by Tresky GmbH within a short period of time. The signing of the acceptance report may not be refused for these reasons.

In the event of major deviations from the contract, or of defects which make the future use of the machine as originally stated in writing impossible, or which affect it

very substantially, the customer shall set Tresky GmbH an appropriate period of time for their rectification and a second acceptance of the machine.

Acceptance shall be deemed to have taken place if the inspection is not carried out for reasons beyond Dr. TRESKY AG's control, or if the customer refuses to make the inspection. Acceptance shall in such an instance be deemed to have been made at the moment when the customer starts up Operation of the machine for the first time.

10. Warranty

The warranty is 12 months for single-shift operation and 6 months for two-shift operation (16 hours per day). The period begins with the completion of the installation at the customer's or, if the installation is not carried out by Tresky GmbH, with the departure from the factory. If the acceptance, shipping or installation is delayed for reasons for which Tresky GmbH is not responsible, the period begins with the notification of readiness for shipment or from the date of the originally specified installation.

Defects covered by the warranty promise must be reported to Tresky GmbH immediately and in writing so that they are valid. Tresky GmbH undertakes to repair or replace parts that are demonstrably defective or unusable as a result of poor material, faulty construction or defective execution as quickly as possible at its discretion. Replaced parts become the property of Tresky GmbH. Further claims, in particular a reversal, are waived.

Excluded from the warranty is the repair of damage caused by wear and tear, poor maintenance, disregard of the operating instructions, excessive stress, use of unsuitable operating resources, installation or repairs not carried out by Tresky GmbH or a change in the Order confirmation named use result.

11. Legal liability

Tresky GmbH is only liable in the event of gross negligence or intent; liability for indirect damage or consequential damage such as lost profits, additional expenses by the customer or claims by third parties is excluded in any case.

12. Export Control and End-Use Declaration

The Buyer agrees to comply with all applicable national and international export control regulations, including but not limited to the provisions of the German Foreign Trade and Payments Act (AWG), the Foreign Trade and Payments Ordinance (AWV), the EU Dual-Use Regulation, and any relevant U.S. export control laws.

The Buyer confirms that the delivered products will be used exclusively for the purpose and end-use specified in the contract and will not be transferred, exported, or re-exported to third parties without the prior written consent of the Seller.



If any competent authority (e.g., BAFA, EU Commission, U.S. authorities) prohibits or restricts the export, delivery, or transfer of the products, the Seller shall be entitled to withdraw from the contract or suspend delivery without any liability for damages or refund claims by the Buyer.

Upon request, the Buyer shall provide the Seller with a written End-Use Statement (EUS) and all necessary information required for export license applications or compliance checks.

In the event of a breach of this clause, the Buyer shall be liable for all resulting damages, penalties, or regulatory actions and shall indemnify and hold the Seller harmless from any third-party claims.

13. General Provisions

Should any provision of this contract be legally ineffective, it does not affect the validity of the remaining contractual provisions. Instead of the ineffective provision, one comes into effect that comes as close as possible to the corresponding purpose.

Subsidiary agreements, supplements or later amendment agreements must be made in writing and signed by both parties. The same applies to a change to this written form clause.

14. Place of Performance, Applicable Law and Place of Jurisdiction

The place of performance is the Tresky GmbH headquarters in Hennigsdorf, Germany.

This contract is subject to German law. The place of jurisdiction for the customer and the supplier is the registered office of Tresky GmbH. However, Tresky GmbH is entitled to prosecute the customer at his registered office.