

TERMS OF SALE AND DELIVERY OF HASEKE GMBH & CO. KG

(hereinafter referred to as the Supplier)

I. CONTRACTUAL BASIS

The Supplier's deliveries and services are exclusively based on the Supplier's terms of sale/delivery, excluding any general terms and conditions of the Customer.

II. QUOTATIONS

Any quotations submitted by the Supplier are non-binding, unless otherwise agreed. Any documents that form part of the quotation, such as figures, brochures, drawings, dimensions, load bearing capacities and weights, are only to be understood as approximate values and do not constitute any assurance of specific properties. The above does not apply only if the Customer was explicitly and in writing informed that such information/specification is binding.

III. ORDER PROCESSING

Orders that have been placed are only binding if they have been confirmed in writing by the Supplier. Cancellation fees are 80 € per order. Orders involving parts on which work has already begun, special parts and special colours cannot be cancelled.

IV. PRICES AND PAYMENT TERMS

1. Unless otherwise agreed, prices are to be understood ex works, excluding packaging and insurance. The statutory value added tax is added to the prices. Services invoiced on an hourly basis are subject to the Supplier's customary rates.
2. Unless otherwise agreed (in particular through payment plans in the form of down-payments), all payments shall be due 14 days after the invoice date and shall be paid to one of the Supplier's accounts.
3. At the Supplier's request, the Customer shall provide a directly enforceable bank guarantee of a major German bank. If the Supplier makes use of the right to demand a bank guarantee and if this bank guarantee is not submitted within 2 weeks, the Supplier has the right to withdraw from the contract.
4. The minimum order value is EUR 80,00 net. For orders below EUR 80.00 we are entitled to charge a minimum quantity surcharge of EUR 30.00 for the handling costs.

V. DISPATCH

The goods shall be dispatched for the account and at the risk of the Customer. The Supplier does not assume any liability for choosing the lowest-cost shipping method. As a rule, dispatch is ex works.

VI. DELIVERY TIMES AND DELIVERY DEADLINES

1. All information about delivery times is approximate and non-binding, unless fixed delivery dates are explicitly agreed in writing. Partial deliveries are permissible.
2. The deadline for delivery shall be deemed to have been met if the delivery item has left the Supplier plant or a notification of readiness for dispatch has been sent by the Supplier by the deadline.
3. The delivery deadline shall be extended by a reasonable period in the event of industrial action, in particular strikes and lockouts, or other unforeseen obstacles which are not under the Supplier's control,

provided these obstacles affect the completion or delivery of the delivery item. This also applies if such circumstances affect sub-suppliers. The Supplier is also not responsible for the above-mentioned circumstances if these occur during a pre-existing delay in performance. In important cases, the Supplier must inform the Customer of the start and end of such obstacles as soon as possible.

4. Should the Customer incur losses which can be proven to be due to a delay in delivery for which the Supplier is responsible, the Customer is entitled to demand compensation for the delay to the exclusion of any other claims. This amounts to 0.25 % for each full week of delay to a maximum of 3 % of the value of the part of the total delivery which, as a result of the delay, cannot be used by the Customer in time or as laid down in the contract.
5. If dispatch is delayed at the Customer's request, the Customer shall be invoiced for any costs incurred by storage at the Supplier's plant, starting 2 weeks after notification of readiness for dispatch, amounting to a minimum of 0.25 % of the invoice amount for 2 weeks. The Supplier is entitled to dispose of the delivery item at their discretion after setting a reasonable term and after this term has elapsed without result, and to deliver a new item to the Customer with a reasonable extended deadline.

VII. TRANSFER OF RISK AND RECEIPT

1. The risk shall be transferred to the Customer together with the notice of readiness for dispatch but no later than at the time of loading of the delivery items, including if partial deliveries are made or the Supplier has taken on additional services, e.g. shipping cost or personal delivery and installation.
2. As the risk is transferred on notification of readiness for dispatch, the Customer has the right to request that the Supplier take out the insurance requested by the Customer at the Customer's own cost.
3. The Customer shall be required to accept delivery of items even if they exhibit minor flaws, without prejudice to the Customer's warranty rights. The Customer is subject to the obligation of immediate inspection and notification of defects as defined by the German Commercial Code.
4. Partial deliveries are permissible.

VIII. RETENTION OF TITLE

1. The Supplier retains title to the delivery item until all payments related to the business relationship have been received, specifically until settlement of the balance. The Customer shall identify the reserved goods as property of the Supplier and store them separately.
2. The Customer is obligated to treat the delivery item with care. In particular, the Customer is obligated to insure the delivery item against theft, breakage, fire, water and other damage at the Customer's own expense. The Customer shall already assign any claims against the insurance based on damage to the reserved goods to the Supplier on acceptance of these terms. The Supplier shall accept this assignment.

3. The Customer shall have the right to sell the delivery item in the ordinary course of business. The Customer's claims arising from sale of the reserved goods shall already be assigned to the Supplier on acceptance of these terms. The Supplier shall accept this assignment. The claims shall serve as security to the same extent as the reserved goods. The Customer is entitled to collect these claims even after assignment until such a time as the Supplier withdraws. The Supplier has the right to withdraw, if the Customer is in default of payment, an application for initiating insolvency proceedings has been submitted or the Customer has stopped making payments. In these cases, the Customer is obligated to immediately inform the Supplier of the assigned claims and the associated debtors, submit all information required for collection, hand over the associated documents and inform the debtors of the assignment.
4. The Customer always takes over the task of processing of the supplied goods on behalf of the Supplier. If the reserved item is processed with or connected irreversibly to other items not belonging to the Supplier, the Supplier shall acquire joint title to the new item in the ratio of the value of the reserved item to the value of the other processed or mixed items at the time of processing. The newly created item shall be regarded as reserved good as defined in no. 1.
5. If the delivery item is processed with or connected irreversibly to other items not belonging to the Supplier, the Supplier shall acquire joint title to the new item in the ratio of the value of the reserved item to the value of the other processed or mixed items at the time of mixing or processing. The newly created item shall be regarded as reserved good as defined in no. 1.
6. Should the value of the existing securities exceed the secured receivables by more than 20%, the Supplier shall be required to release securities of their own choice.
7. Prior to seizures or any other third-party involvement, the Customer must immediately notify the Supplier.

IX. WARRANTY

1. The warranty period is 12 months. If dispatch, installation or commissioning of the Supplier's delivery item is delayed, the warranty shall expire at the latest 12 months after transfer of risk.
2. If a transfer/acceptance report is to be created, the Customer must cooperate with this transfer/acceptance and must create the transfer/acceptance report together with the Supplier at the Supplier's request. Should the Customer refuse to cooperate in this regard, this would constitute a violation of the commercial obligation to inspect and notify according to § 377 HGB (German Commercial Code). In this case, the delivery item shall be regarded as approved according to § 377, paragraph 2 HGB.
3. No warranty shall be accepted for damage caused by the following: unsuitable or improper use, faulty assembly or commissioning by the Customer or by third parties commissioned by the Customer, natural wear, faulty or negligent treatment and operation,

unsuitable operating fluids, replacement materials which were not explicitly approved or supplied by the Supplier, faulty construction work, unsuitable foundations or structural properties and other prerequisites on buildings or machines, chemical, electro-chemical or electrical influences provided the Supplier is not at fault. All fastening and attachment requirements shall be at the Customer's expense.

4. The Customer shall, in coordination with the Supplier, ensure that the Supplier has the time and conditions required to perform any repair work or replacement deliveries that the Supplier considers necessary. Should the Customer refuse to cooperate in this regard, the Supplier is released from the warranty. The Customer is only permitted to remedy the defect themselves or have it remedied by third parties, if there is imminent danger. In this case, the Supplier must be informed immediately.
5. The warranty period for supplied replacement parts is 3 months. This separate warranty period shall, however, expire no later than the original warranty period of the overall delivery item.
6. The Supplier shall not accept any liability for damage caused by improper modifications made by the Customer or third party without the Supplier's authorisation or improper repair work without the Supplier's authorisation.
7.
 - a. The Supplier shall be liable for intent and gross negligence by the Supplier's company bodies

and executive employees as well as for injuries to life, body or health. Liability for violation of major contractual obligations is limited to the typical foreseeable damage for a contract of this type. A major contractual obligation is an obligation, the performance of which makes performance of the contract possible in the first place and on adherence to which the contracting party can routinely rely.

- b. No liability shall be accepted for normal and minor negligence of company bodies and executive employees.
- c. If the Supplier's vicarious agents act with intent as defined by § 278 BGB (German Civil Code) or injure life, body or health, the Supplier shall have unlimited liability. Liability for gross negligence or violation of major contractual obligations by vicarious agents as defined by § 278 BGB is limited to the typical foreseeable damage for a contract of this type. No other liability for vicarious agents shall be accepted.
- d. The regulations of the product liability act shall remain unaffected by these provisions.

X. PLANS AND DRAWINGS

The Supplier's plans and drawings shall remain the Supplier's property, even if they are handed over to the Customer. They are protected by copyright. Plans and drawings handed over to the Customer must be treated as confidential. They must not be made available to

third parties without prior written authorisation by the Supplier. It is not permissible to create copies and duplicates without the Supplier's written authorisation. At the Supplier's request, the plans and drawings must be returned immediately. This right to have plans and drawings returned also includes any authorised duplicates. The Customer has no right of retention in this context.

XI. DATA STORAGE

The Supplier has the right to store the Customer's data related to the business relationship or received within its course subject to adherence to all legal regulations.

XII. GENERAL PROVISIONS AND FINAL CLAUSE

If the Customer is a registered trader, a legal entity under public law or a special fund under public law, the legal venue for all disputes shall be the Supplier's registered office (Minden district court or Bielefeld regional court). The place of performance for all mutual contractual obligations shall be Porta Westfalica. German law shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). Agreements between the contracting parties must be made in writing. Should individual provisions of these terms of sale/delivery be ineffective, this shall not affect the validity of the remaining provisions. The provision shall be replaced with a provision which comes as close as possible to the intended purpose of the invalid provision.