



STRUNZ ANLAGENTECHNIK GMBH

GENERAL TERMS AND CONDITIONS FOR THE DELIVERY OF MACHINERY

Art. 1 General

The following general terms and conditions are only valid for all contracts where the client is a company. A company according to § 14 BGB (German Civil Code) is any natural or legal person or legally responsible partnership that in concluding a legal transaction is acting in the execution of its commercial or independent business activity. The contracting partner is Strunz Anlagentechnik GmbH, Am Erlet 24, 90518 Altdorf, represented by their general manager, (hereinafter referred to as the '**Supplier**'). The contractual relationship between the Supplier and the relevant Purchaser is governed exclusively by the following provisions in the version valid at the time the contract was agreed. They hold for all deliveries and services provided by the Supplier to the Purchaser, regardless of the type of contract and whether a framework contract, individual contracts or new or repeated contracts are in question. Further, they alone are valid; conditions of the Purchaser which diverge from them are not recognised and shall only be valid if the Supplier explicitly agrees to them in writing in advance.

Art. 2 Scope of services

The scope of the services provided by the Supplier is determined directly by the current offer and the order confirmation and accompanying documentation. It is assumed that the offer and order confirmation are complete and their contents are correct, and that the contracted services are correctly rendered. The content of the services provided shall be finally determined by the offer and the order confirmation. Any deviation from this or from these delivery conditions must be agreed in writing. Delivery and service deadlines remain to be decided, unless they are explicitly agreed as part of the description of services in the offer or order confirmation in writing. The Supplier is authorised to employ carefully selected subcontractors to fulfil the order without requiring agreement from the Purchaser.

Art. 3 Conclusion of contract

The Supplier shall provide the Purchaser with a binding offer in writing, along with an order confirmation. The contract shall come into effect when the legally binding order confirmation, in writing and signed by the Supplier, is received by the Purchaser. The receipt of an email by the server of the Supplier's provider or submission by fax shall suffice for this purpose. The Supplier shall specify to the Purchaser a reasonable acceptance period for submission of the order confirmation. After this period has expired, the delayed acceptance counts as a new offer, requiring renewed acceptance on the part of the Supplier. All offers in the Supplier's advertisements, brochures, price lists etc. are non-binding and do not qualify as 'offers' in the legal sense. The Supplier retains all rights of title and copyrights over samples, cost estimates and other information in physical and non-physical form, including in electronic form. These may not be made accessible to third parties. The Supplier is obliged only to make information and documentation of the Purchaser which is designated as confidential accessible to third parties if they have the agreement of the Purchaser.

Art. 4 Prices and payment conditions

The prices are ex works if it has not been agreed otherwise, including loading for shipment, but excluding package and unloading. VAT is due in addition to the prices quoted, if legally required. If it has not been otherwise agreed, payment is to be made without any deductions to the Supplier's account as follows: 40% payment after order confirmation has been received; 40% as soon as the Purchaser has been informed that the main components are ready for dispatch; the remaining amount within one month after risk transfer. If the Purchaser delays payment due by more than four weeks, the Supplier is authorised to immediately claim all payments arising from the business agreement that are not yet due. The offsetting of claims of the Supplier is only possible against counter-claims that are not disputed, are recognised and have legal standing. The exercising of rights of retention is only possible regarding those counter-claims arising from the same contractual relationship, which are not disputed, are recognised or have legal standing. Materials, documents etc. provided to the Supplier are subject to a right of retention (§ 369 HGB - German Commercial Code) and a contractual right of lien, until all claims arising from the business agreement have been fulfilled.

Art. 5 Delivery time / delivery delays

The delivery time shall be agreed by the contracting parties. Adherence to the delivery time by the Supplier is subject to all commercial and technical questions between the contracting parties being clarified and subject to the Purchaser having fulfilled all of their obligations, such as supplying all required official certificates or approvals or making payments. If this is not the case, the delivery time shall be delayed. The above does not apply if the Supplier is responsible for the delay. Adherence to the delivery time is subject to correct and punctual self-delivery. The Supplier shall inform the Purchaser of any impending delays as soon as possible. The delivery deadline has been met if the items to be delivered have left the Supplier's premises or notification of readiness for dispatch has been made. If the goods must be accepted, the acceptance date is decisive - unless there is a justified rejection of



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acceptance - or alternatively, notification of readiness for acceptance. If the dispatch or acceptance of the goods is delayed through the fault of the Purchaser, the costs arising from this delay shall be charged to them, beginning one month after notification of dispatch or readiness for acceptance. The Supplier is not liable for delivery and service delays as a result of force majeure and events making the delivery significantly more difficult or impossible for the Supplier, including in particular strikes, lockouts, official decrees etc. These authorise the Supplier to delay the delivery or provision of services for the duration of the hindrance plus a reasonable start-up period, or to cancel the agreement as regards the non-fulfilled part wholly or partially. If the delay lasts longer than 1 month, the Purchaser is authorised to cancel the non-fulfilled part of the agreement after a reasonable respite period. If the delivery time is extended or the Supplier is relieved of their obligation, claims for damages by the Purchaser are not permissible. The Supplier may only avail of the above provision however, if they have informed the Purchaser without delay. If a duty of cooperation on the part of the Purchaser is required in order to fulfil the order, this is to be fulfilled without delay and within the period specified by the Supplier, without further request. If the Purchaser does not fulfil this obligation, or does not fulfil it on time, the contractual deadline for delivery or provision of services by the Supplier shall be delayed by the amount of time the Purchaser has delayed their obligation by. If the Purchaser finally refuses to fulfil their obligation to cooperate, the Supplier has the right to offset all previous costs and refuse to fulfil the order any further. The obligation qualifies as refused if there is no reaction from the Purchaser after the expiry of a further deadline set by the Supplier. The Supplier must explicitly inform the Purchaser of this legal consequence. The Purchaser may cancel the contract immediately if the supplier is unable to provide the services completely before the transfer of risk. Moreover, the Purchaser may cancel the contract if execution of a part of the delivery becomes impossible and they have a justified interest in rejecting the rest of the delivery. If this is not the case, the Purchaser must pay the applicable contractual cost of the partial delivery. The same holds in the case of incapacity of the Supplier to fulfil the contract. Section VII.2 also applies. If the impossibility or incapacity occurs during the delay in acceptance by the purchaser, or if the Purchaser is solely or overwhelmingly responsible for these circumstances, they remain obliged to effect payment.

Art. 6 Risk transfer / acceptance

(1) Risk is transferred to the Purchaser if the goods have left the Supplier's premises and partial deliveries are made or where the Supplier has agreed to perform other services, e.g. to accept dispatch costs or carry out delivery and installation. If acceptance occurs in accordance with clause 4 below, this is decisive for the transfer of risk. If dispatch is delayed or not executed for reasons for which the seller cannot be held responsible, then the risk is transferred to the Purchaser on the day on which the seller has notified the purchaser that the goods are ready for dispatch or acceptance. The Supplier is obligated to take out the required insurance at the Purchaser's expense. (2) Partial deliveries are permissible if these are considered reasonable by the Purchaser. (3) The Purchaser shall immediately, and at the latest within three working days (complaint period) accept each (partial) delivery or (partial) service after receiving it, inspect them or have them inspected, and inform the Supplier of any defects discovered in writing. If acceptance does not occur or is delayed, it qualifies as having been given. If a complaint is not made or is late, the Purchaser is no longer entitled to make claims based on defects of the delivery or services. (4) Concealed defects, those which are not immediately recognizable during a careful examination and could not be discovered during the duration of this term, but only later, are to be notified to the Supplier without delay after their discovery, within three days of their discovery at the latest; otherwise the delivery or service qualifies as approved despite the defects.

Art. 7 Retention of title

(1) The Supplier shall retain title to the delivery item until all payments specified in the delivery contract which are due to the Supplier now or in the future have been received. (2) The Supplier shall be entitled to insure the delivery item at the Purchaser's expense after agreement with them against theft, breakage, fire, water and other damage, unless the Purchaser can provide proof that he has taken out such insurance cover himself. (3) The Purchaser may neither sell nor pledge the unpaid delivery item, use or change it, nor assign it as security. (4) In case of third party access to the reserved goods, particularly with regard to pledging, they must notify the Supplier thereof immediately; the Purchaser shall inform the Supplier in this case immediately, so that they may assert their property rights. Should the third party not be in a position to reimburse the judicial or extra-judicial costs incurred in this context to the supplier, the Purchaser shall be liable for such costs. (5) If the Purchaser is in breach of the contract, particularly with regard to delayed payment, the Supplier is authorised to take back the reserved products or to demand cancellation of the Purchaser's claims against third parties where appropriate. The redemption of the goods shall not constitute a rescission of contract. (6) The Purchaser is entitled to withdraw from the contract and request the immediate return of the goods if the Supplier has filed an application to open insolvency proceedings.

Art. 8 Claims for defects

Any deliveries or services provided by the Supplier that are defective and which are not immune to claims from the Purchaser according to VI. clause 3, 4 are subject to the Supplier's right to have two attempts at reworking within a period specified by the Purchaser. If reworking fails twice or is not possible for practical reasons, the Purchaser has the legal right to withdraw from the contract or make claims for compensation if this is not restricted by the following provisions. If required, the Purchaser must



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cooperate in the correction of the defects, in particular in providing required access to spaces, facilities, equipment and IT equipment. If the Purchaser refuses to provide the required cooperation, the delivery or service qualifies as performed by way of removal of defects.

Material defects

All parts which become defective due to circumstances occurring before the passage of risk must be repaired or replaced free of charge at the Supplier's discretion. The Supplier must be notified immediately in writing if any such defects are discovered. Replaced parts shall become the property of the Supplier. After consulting with the Supplier, the Purchaser is to allow the Supplier the necessary time to carry out repairs and provide replacement parts; otherwise the Supplier shall be released from liability for the resulting consequences. The Purchaser only has the right to claim expenses incurred in repairing the damage himself or by a third party in urgent cases where safety is endangered or disproportionate greater damage could be prevented, in which case the Supplier must be informed immediately. With respect to the direct costs incurred by the repair or replacement delivery, the Supplier shall bear, insofar as the complaint proves to be justified, the costs of the replacement piece including dispatch. The Supplier shall also bear the direct costs of removing and installing of the replacement piece, plus the costs for any necessary provision of the required fitters and assistants including travel costs, insofar as this does not entail an unreasonable burden for the Supplier. The Purchaser has the right by law to withdraw from the contract if the Supplier, taking legal exceptions into consideration, does not meet a reasonable deadline set for the repair or replacement delivery due to a defect. If the defect is minor, the Purchaser is only entitled to a reduction in the contractual price. The Purchaser does not otherwise have the right to a reduction in the contractual price. Further claims are determined in Section X. 1, 2 of these conditions. No warranty will be given for the following cases in particular: unsuitable or improper use, faulty installation and/or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, inadequate or lack of maintenance, unsuitable equipment, defective construction work, unsuitable subsoil, chemical, electrochemical or electrical influences — unless they fall within the Supplier's scope of responsibility. If the Purchaser or a third party does not carry out the repair work with proper care, the Supplier shall bear no liability for the consequences arising therefrom. The same shall apply for changes to the delivery item made without the Supplier's prior permission.

Defects of title

If the use of the product supplied causes a breach of commercial proprietary right or domestic copyright in the Federal Republic of Germany, the Supplier shall at his own expense in all cases either provide the Purchaser with the right to continue use or modify the delivery item in such a way that is reasonable to the purchaser and ensures that the proprietary right is no longer breached. If it is not financially viable to do this or to do it in a reasonable period of time, then the Purchaser shall be entitled to withdraw from the contract. Under the above-mentioned preconditions, the Supplier shall also be entitled to withdraw from the contract. In addition, the Supplier shall release the Purchaser from undisputed or non-appealable claims from affected copyright holders. The above obligations are subject to Section X. 1, 2 and in the event of property rights or copyrights being violated, shall be final.

They shall only be valid if the Purchaser informs the Supplier immediately of any claims of breach of proprietary rights or copyrights; the Purchaser supports the Supplier to a reasonable extent in rebuttal of claims or enables the Supplier to carry out modifications according to the above provision; the Supplier is entitled to all rebuttal measures including out-of-court settlements; the bad title is not based on an instruction from the Purchaser and; the breach of rights was not caused by a change made to the delivery item by the Purchaser himself or use which was not covered under the contract.

Art. 9 Limitation / Withdrawal / Cancellation

All warranty claims arising from deliveries and services provided by the Supplier are limited to a period of 12 months after acceptance, if legally permissible. The Supplier has the right to withdraw from an order or business relationship completely if the Purchaser's liquidity or credit rating disimproves to the extent that payment for current or future orders appears to be at risk. The Supplier has provided proof of this if the Purchaser has delayed payment of an open claim for more than two months. In this case, the Supplier retains the right to partial remuneration for the goods and services already provided, regardless of whether these are economically usable by the Purchaser. The Purchaser may avert withdrawal by payment all of the Supplier's open claims. The Purchaser may withdraw from the contract if the Supplier is unable to deliver all of the goods or services by the delivery deadline, and if in case of an order of items of the same type, execution of a part of the delivery becomes impossible in terms of quantity and the Purchaser has a justified interest in refusing a partial delivery. If this is not the case, the Purchaser may reduce the payment accordingly. If the Purchaser cancels the order before the completion of the services, the (partial) services provided by the Supplier up to the time of the cancellation shall be paid for according to the remuneration agreement. Any further claims on the part of the Supplier remain unaffected by this. The right of both parties to extraordinary termination for exceptional reasons remains unaffected.

Art. 10 Liability

(1) The Supplier shall only be liable for breach of contractual and extra-contractual obligations, in particular due to delay, impossibility and liability in tort, for premeditation and gross negligence unless the simple negligence is regarding the breach of key contractual obligations, i.e. those which affect the fulfilment of the contract and which the Purchaser can therefore expect to be



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fulfilled, or if the damages arise from injuries to life, personal injury or health. The Supplier is also liable for the actions of vicarious agents. (2) The Supplier has unlimited liability for defects of title, warranty commitments and claims resulting from statutory product liability that cannot be excluded or limited. (3) The liability of the Supplier is limited in all cases to foreseeable, typical damages. Liability for damages which are unforeseeable or not typical for the contract is excluded. Liability is limited to the agreed order compensation in all cases - if legally permissible. (4) The Supplier is not liable in cases of force majeure. (5) If the liability of the Supplier is excluded or limited, this also holds for the personal liability of its organs, employees, staff, representatives and vicarious agents.

Art. 11 Software utilisation

If software is included in the delivery, the Purchaser is granted a non-exclusive right to use the supplied software including its documentation. It is provided for use with that particular delivery item. Utilization of the software on more than one system is prohibited. The Purchaser may only re-produce, modify, or translate the software or transfer from the object code to the source code in as far as it is legally permissible (§§ 69 a ff UrhG - German Copyright Law). The Purchaser shall be obligated not to remove or change any manufacturer's information, especially pertaining to copyright, without the prior explicit permission of the Supplier. All other rights to the software and its documentation including copies remain the property of the Supplier or that of the software supplier. The granting of sub-licences shall not be permissible.

Art. 12 Confidentiality / Data protection

Both contracting parties agree to treat all information received by them from the other contracting party in the context of the contractual relationship as confidential and not to make this information accessible to third parties, as long as this information is not generally accessible or was not already known before the date received.

This confidentiality obligation must also be complied with after the contractual relationship is completed. All personal data of the Purchaser received by the Supplier in connection with fulfilling the order shall be gathered, processed and stored by the Supplier in accordance with the provisions of the German Federal Data Protection Act regarding protection of the private sphere and the informational self-determination of the Purchaser. They will only be transferred to third parties if this is necessary in order to enable the contract to be performed. According to the Federal Data Protection Act, the Purchaser has the right to receive information regarding their personal data which has been saved free of charge, and, where applicable, the right to collect, block or delete this data. An enquiry directed to info@strunzovens.com shall suffice to vindicate these rights. In order to ensure comprehensive data protection, the Supplier has employed a data protection representative to act as a contact partner for further information regarding legal data protection information.

Art. 13 Applicable law / Place of jurisdiction / Place of fulfilment

All legal relationships between the Supplier and the Purchaser shall be governed solely by the law of the Federal Republic of Germany, excluding the application of the Convention on Contracts for the International Sales of Goods and IPR conflict of law rules. The court of jurisdiction shall be the court of jurisdiction for the Supplier's premises. The Supplier shall, however, be entitled to file a lawsuit at the Purchaser's head offices. The fulfilment location is the Purchaser's premises.

Art. 14 Severability clause

Any subsidiary agreements, changes and additions must be in written form in order to be effective. Verbal supplementary agreements are ineffective and not valid. If individual provisions of these General Terms and Conditions are or prove to be ineffective or incomplete, the legal validity of the remaining provisions shall remain unaffected by this. A provision shall be agreed to replace the ineffective or incomplete provision of these Terms and Conditions that comes as close as possible to what was originally intended by the contracting parties.