

General Terms and Conditions
of
B&M Industrial Solutions UG (limited)
Marie-Curie-Str. 1
27283 Verden

Preamble

- (1) These General Terms and Conditions (hereinafter "GTC") define the applicable contractually binding provisions that take effect if you as a customer (hereinafter also "you") enlist the services of B&M Industrial Solutions UG (limited) (hereinafter also "we" or "us").
- (2) The specific services that we can provide comprise, among others, order-based mechanical engineering, maintenance & repair, assembly and trading in spare parts. An overview of all services we provide is available on our website at www.bmindustrial.de. The specific services that we provide to you follow from the individual quotation prepared for you and/or the order confirmation.

§ 1 Scope of these terms and conclusion of the contract

- (1) These General Terms and Conditions apply directly to our quotations and order confirmations themselves as well as to all services which we provide to you on the basis of an order confirmed in text form or acceptance of our offer, or on the basis of a contract for our services which comes about in any other way and into which these General Terms and Conditions have been incorporated by express reference, such as our order confirmation.
- (2) Our General Terms and Conditions apply exclusively in our contractual relationship. We do not recognize General Terms and Conditions that contradict or diverge from our terms and conditions, unless we have expressly agreed to their validity in writing. Our General Terms and Conditions also apply if we perform services for you unconditionally in the knowledge of terms and conditions that conflict with or diverge from our terms and conditions.
- (3) Individual agreements in our quotations or order confirmations always take priority over these General Terms and Conditions. Verbal declarations do not become binding until confirmed in text form.

§ 2 Quotations, documents

- (1) Our quotations are always conditional and non-binding. Quotations prepared individually for you are valid for 30 days from the date of the quotation, subject to separate provisions in the quotation.
- (2) Our quotation documents, drawings, descriptions, samples and cost estimates may not be passed on, published, reproduced or otherwise made available to third parties without our permission. At our request, you must return the aforementioned documents without retaining any copies.
- (3) If we use your samples, drawings or other information provided by you in the course of production on your behalf, you are solely responsible vis-à-vis third parties for ensuring that no third-party rights are infringed as a result. In addition, you are responsible for the correctness of all information provided by you.

- (4) When providing assembly, maintenance and repair work, we will indicate to you in the quotation the prices expected to be incurred for these services. If the assembly, maintenance and repair work cannot be carried out at these costs or if we deem additional work to be necessary during the performance of these services, we are entitled to perform our additionally necessary services up to a total amount of 120% of the originally calculated price. All services that exceed the total amount by more than 20% are to be approved by you in advance at least in text form.
- (5) Should you require a cost estimate in addition to our quotation, we will prepare the estimate only if requested separately by you. Unless otherwise agreed, such a cost estimate is binding only if it is provided at least in text form. Cost estimates will be remunerated if the time required to prepare them exceeds a total of 2 hours. The work required for preparation of the cost estimate will not be invoiced insofar as it can be utilized in the performance of the corresponding services.

§ 3 Duty to cooperate

- (1) For the proper and timely fulfillment of our performance obligations in accordance with the contract, we depend on your cooperation. For example, you must provide us with the documents, drawings, sketches, plans, information, accesses or other information necessary for the fulfillment of our performance obligations.
- (2) The specific duties of cooperation to be performed by you arise either from specific requirements made by us or, otherwise, from the nature of the contractual rights and distribution of duties itself.
- (3) If you fail to perform your duties to cooperate in a timely and complete manner as agreed or as stipulated by the contract or, as far as possible for specific performance of the service, even after we have set a reasonable deadline, we will be released from our performance obligation in this respect. In this case, we will not be responsible for poor performance or failure to perform, will be released from compliance with all deadlines and will only reinstate any deadlines already promised after new negotiations and in accordance with our availability.

§ 4 Deliveries, delivery periods & delivery deadlines

- (1) Delivery times and delivery periods related to our performance of services are binding only if we have expressly stated them as binding in our quotation or in other documents or if they have been agreed to and confirmed by us at least in text form.
- (2) All delivery periods communicated by us to you, whether verbally, in text form or in writing, also apply subject to the correct and timely fulfillment of your duties to cooperate.
- (3) If the performance of our service is delayed due to a circumstance for which you, your legal representatives or vicarious agents are responsible, the following provisions apply with respect to our liability in addition to the liability provisions set forth in § 8 of these General Terms and Conditions. Within the scope of simple negligence, you will indemnify us from any liability at our first request. This principle also applies in particular in the event of force majeure, strike, lockout, or governmental orders.
- (4) In the event of default in acceptance of a service or culpable breach of other duties to cooperate, we are entitled to demand compensation from you for the damage and expense incurred by us in this respect, including any additional expenses. Further claims for damages or rights are reserved. Insofar as the conditions in the two preceding sentences are given, the risk of accidental loss or accidental deterioration of the service is transferred to you at the time you are in default of acceptance or payment.
- (5) If the provision of our services is delayed due to a circumstance for which we, our legal representatives or vicarious agents are responsible, you may assert your contractual or statutory liability or warranty rights only after we have

unsuccessfully set a grace period of at least 4 weeks in text form, which commences upon receipt of notification of the grace period. In the event of force majeure, in particular strikes, lockouts, environmental disasters, pandemics, governmental orders or similar incidents, we will be released from the obligation to perform our services for the duration of the relevant event, provided that we are unable to perform our services also without modifying the contractual or cost-related general conditions.

- (6) If we are also unable to provide the service within the new reasonable delivery period or if the duration of the impediment is more than three months in total, we are entitled to cancel the contract with you in whole or in part. This does not apply if we are responsible for the failure to meet the binding delivery deadlines. In the event of (partial) cancellation, we will immediately refund to you any consideration already paid by you, after deducting expenses and costs. A case of permanent non-availability of the service in this sense is deemed to be, in particular, the failure of one of our suppliers to deliver on time if we have concluded a congruent hedging transaction.
- (7) Under no circumstances will we pay a penalty for late delivery of our services or for failure to perform.

§ 5 Dispatch and transfer of risk

- (1) Unless otherwise stated in the quotation, our order confirmation or an order confirmed by us at least in text form, delivery “ex works” is agreed upon. The risk of accidental loss and accidental deterioration of our service is transferred to you when the goods leave our factory (our address). If the service is provided from another location or factory, the risk of accidental loss and accidental deterioration is transferred to you when the goods leave that production site. This also applies to partial deliveries, supplementary deliveries and repairs.
- (2) If dispatching of our services is delayed at your request or if a delay occurs due to circumstances for which you are responsible, the risk of accidental loss and accidental deterioration of our services is transferred to you starting at the time originally scheduled for dispatching of the services. From this point in time, the service is deemed to be stored for you at your risk.

§ 6 Warranty / defects

- (1) A warranty period of 12 months applies to all of our services, insofar as the service is from a purchase contract or contract for work and services. The warranty period commences on the date of transfer of risk, delivery or acceptance (whichever is earlier). At the latest, however, the warranty period expires 15 months after delivery ex works.
- (2) In the case of obvious defects, notification of the defect must be made immediately, no later than 14 days after receipt of the goods, together with an exact description of the defect. In the case of hidden defects and defects that do not become apparent until after our services have been put into operation, the notice of defects must be made to us immediately after discovery of the defect, together with an exact description of the defect. If the above-mentioned deadlines are not met, any warranty claims will lapse.
- (3) In the case of justified and timely notices of defects, our warranty is provided within the framework of the statutory provisions, to the exclusion of any further claims, at our discretion in the form of rectification by us or by third parties, by replacement of parts or by substitute delivery. If, after two (2) attempts at subsequent performance, a new and justified complaint is made and you cannot reasonably be expected to tolerate further subsequent rectifications or substitute deliveries, you have the option of demanding a reduction in the purchase price or cancellation of the contract - insofar as the defective performance is concerned.
- (4) We reserve the right to charge you separately for all costs incurred for the inspection of the service in the event of an unfounded notice of defect. The defective services must be kept ready for inspection by us in the condition in which they are at the time the defect is discovered.

- (5) Insignificant, reasonable deviations, dimensions and designs – in particular in the case of repeat orders – do not entitle the customer to give notice of defects unless absolute compliance with parameters has been expressly agreed upon.
- (6) Technical improvements as well as necessary technical modifications are also deemed to be in accordance with the contract, provided that they do not constitute a deterioration of fitness for use.
- (7) If operating or maintenance instructions are not followed, if modifications are made to the products, if parts are replaced or consumables are used that do not meet the original specifications, this will void all warranty entitlements.
- (8) We are not liable for normal wear and tear of our services. The warranty does not include liability for consequential harm caused by a defect, lost profit or indirect damage.
- (9) The above provisions of § 6, with the exception of paragraph 8, do not apply to the sale of goods that are already used. Used goods and spare parts are delivered under exclusion of any warranty.

§ 7 Acceptance

- (1) After delivery of an ordered work service (pursuant to §§ 633 ff., German Civil Code), you are obligated to accept the work produced in accordance with the contract, unless acceptance is precluded due to the nature of the work. Acceptance cannot be refused due to minor defects.
- (2) We will notify you in good time of the readiness for acceptance of a work service. It commences at the latest and automatically when the work service is put into operation. You have 14 days from the date of readiness for acceptance to carry out the acceptance.
- (3) Acceptance will take place within the framework of an inspection by you of the service in accordance with the contract and fitness for use of the ordered work service. During this inspection, you must inform us immediately of any deviations in the delivered work service from the agreed service.
- (4) You are entitled to discontinue the acceptance only if continuation of the acceptance is unreasonable for you due to the assessed defects. If the defects are so substantial that you have to discontinue the acceptance or that the acceptance fails completely, we will remedy the claimed defects within a reasonable period and make the work service available for acceptance again. With the renewed provision of the work service, the acceptance must be carried out again.
- (5) Acceptance will be deemed to have taken place if you have not responded within 14 days of readiness for acceptance or have not refused acceptance within this period, stating at least one substantial defect.
- (6) If you accept a defective work service although you are aware of the defect, you are entitled to rights arising from defects only if you have reserved your rights in respect of the specific defect at the time of acceptance.

§ 8 Limitation of liability

- (1) Subject to the provisions of these General Terms and Conditions, we are liable for all damages caused by our negligence pursuant to the statutory provisions. We are liable without limitation in the case of damage caused intentionally or by gross negligence, or in the case of acceptance of a written guarantee. Furthermore, we are liable without limitation in the event of injury to life, limb or health for which we are responsible.

- (2) If, in addition, we violate a cardinal duty or a material obligation arising from the contract concluded between us with slight negligence, our liability for damages is limited to the foreseeable damage typical for the contract. The above exclusions do not apply to our liability under the Product Liability Act. Any resulting liability that is relevant for us will remain unaffected.
- (3) In all other cases of liability not expressly mentioned in the aforementioned paragraphs, elsewhere in these General Terms and Conditions, in the order confirmation or any other communication between the parties, claims for damages due to the breach of a duty arising from the debt relationship existing between us, as well as claims in tort, will be excluded to the legally possible extent. This means in particular that we are not liable for any indirect damage, lost profit or other financial loss suffered by you.
- (4) Insofar as our liability is excluded or limited on the basis of the above provisions, this also applies to the personal liability of our staff, employees, representatives and vicarious agents.
- (5) As far as possible, our liability from all aforementioned liability situations is limited to the coverage limits of the business liability insurance policies taken out by us.
- (6) The statute of limitations for your liability claims is subject to the provisions of § 6, unless claims in tort or under the Product Liability Act are involved.

§ 9 Retention of title

- (1) Until all claims to which we are entitled in the relationship with you have been fulfilled, irrespective of the legal grounds, we retain the title to the services delivered to you ("reserved goods").
- (2) You are obliged to notify us immediately of any seizure of the reserved goods and to inform the pledgee of the existing retention of title. You are not entitled to sell, gift, pledge or assign by way of security the reserved goods delivered to you under retention of title – except in the cases set out in the following clauses.
- (3) If our service is provided for your business activities, the reserved goods may be resold by you in the ordinary course of business. In this case, you hereby assign to us your claims against the respective purchaser of the reserved goods from the corresponding sale. In the event of resale of the reserved goods on credit, you are in turn obligated to retention of title vis-à-vis your customer. You hereby assign to us the rights and claims arising from this retention of title vis-à-vis your customer.
- (4) Any processing or processing of the reserved goods by you will be carried out by you on our behalf free of charge. In the event of processing, combination, mixing or blending of the reserved goods with other goods not belonging to us, we are entitled co-ownership of the new object in proportion of the factor value of the reserved goods to the other processed goods at the time of the processing, combination, mixing or blending. If you acquire full ownership of a new object, then the parties agree that you will grant us co-ownership of the new object in proportion to the factor value of the processed, combined, mixed or blended reserved goods and store this new object for us at no charge. If the reserved goods are resold together with other goods, regardless of whether without or after processing, combining, mixing or blending, the future claim agreed to in para. 3 above applies only for the amount of the factor value of the reserved goods that were sold together with the other goods.
- (5) If the reserved goods are installed by you or on your behalf as essential components on your property or on the property of a third party, you hereby assign to us all claims for payment against the third party or the party concerned, together with all ancillary rights, including the granting of a claim-securing mortgage.
- (6) If goods that are subject to retention of title are installed as essential components on your property, you hereby assign to us all claims arising from a sale of the property or rights to the property, including all ancillary rights.

- (7) If the value of the securities existing for you in accordance with the above provisions exceeds the value of our claims – not only temporarily – by a total of more than 20%, we are obligated to release securities of our choice accordingly at your request.
- (8) If you do not fulfill your obligations to us or do not fulfill them punctually and/or if you influence the delivered reserved goods in an impermissible manner, we are entitled, without prejudice to our claim to fulfillment of the contract, to demand the return of the reserved goods, provided that a reasonable period set for you to fulfill your obligations has expired unsuccessfully. If you have fulfilled the contract, then we will return the reserved goods. The above provision does not apply to installment transactions that are subject to the Consumer Credit Act.

§ 10 Prices & terms of payment

- (1) Unless instructed otherwise, all prices indicated by us are net prices, i.e. excluding statutory value-added tax.
- (2) Prices do not include the costs for packaging and freight. We will arrange for transport insurance or other insurance only if specially requested and, subject to diverging agreements, at your expense.
- (3) 50% of the order total is due upon confirmation of the order and is payable within 7 days of receipt of the invoice. 40% of the order total is due before delivery and payable within 7 days of receipt of the invoice. The remaining 10% of the order total is due and payable within 7 days of delivery of our services after receipt of the corresponding invoice.
- (4) If we become aware of circumstances that cast doubt on your creditworthiness, we are entitled to demand immediate payment of the entire outstanding balance. In this case we are also entitled to request advance payments or securities.
- (5) If you cease payment definitively and/or if insolvency proceedings are applied for or initiated against your assets or if judicial or extrajudicial conciliation proceedings are applied for or initiated, we are also entitled to cancel the part of the contract that has not yet been fulfilled.
- (6) We are entitled to offset payments against older debts of the latter, despite provisions to the contrary. We will notify you of the type of calculation used. If costs and interest have already accrued, then we are entitled to apply the payment first to those costs, then to the interest and finally to the principal.
- (7) If you are in default of payment, we are entitled to charge the respective statutory default interest. We reserve the right to claim further damages resulting from default. In the aforementioned cases, you are at liberty to prove a lesser damage, which will then be decisive.
- (8) You have no right to set-off or retention, unless the claims you set off or the assertion of your right of retention are counterclaims that have become res judicata or are not disputed by us.

§ 11 Applicable law, jurisdiction, severability clause

- (1) These General Terms and Conditions, our order confirmation and all aspects of the legal relations between us are subject to the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) If you are a merchant in accordance with the Commercial Code, a legal entity under public law or a trust under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office.
- (3) If any provision of these terms and conditions should be or become invalid, this will not affect the validity of the other provisions and agreements between the entrepreneur and the customer.