

General Terms and Conditions of Purchase

I. General, scope of application

- 1 These General Terms and Conditions of Purchase (hereinafter: "Terms") shall apply to all present and future purchase, work and services contracts between B&K Wäge- und Anlagentechnik GmbH (hereinafter: "Customer") and the Seller (hereinafter: "Contractor").
- 2 These conditions apply exclusively. Conflicting or deviating terms and conditions of the contractor are not accepted by the customer, unless the customer has expressly agreed to their validity in writing. These terms and conditions shall also apply if the customer accepts the delivery without reservation in the knowledge that the contractor's terms and conditions conflict with or deviate from these terms and conditions.
3. Individual agreements made with the contractor in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these terms and conditions. The content of such agreements is governed by a written contract or the written confirmation of the customer.
4. Legally relevant declarations and notifications to be made by the customer to the contractor after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of withdrawal) must be made in writing to be effective.
5. references to the validity of legal regulations have only a clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these terms and conditions.

II. orders, documents

1. orders are only binding if they are placed by the customer in writing.
2. documents used by the contractor in the course of business with the principal must show: Order number, item number, material number, complete article text/object description, quantities and units of measure as well as VAT ID number (for import from the EU).
3. the client reserves property rights and copyrights to illustrations, drawings, calculations and other documents which the client makes available to the contractor. They may not be made accessible to third parties without the express written consent of the client. They are to be used exclusively for production on the basis of the customer's order. After completion of the order, they are to be returned to the customer without request. They must be kept strictly confidential from third parties. In particular, the contractor is prohibited from using inquiries, orders and the associated correspondence of the customer for advertising purposes without the prior written consent of the customer.

III Prices

The prices agreed between the parties are fixed prices. They include everything that the contractor has to achieve in accordance with the contractual agreements made between the parties to fulfil his performance obligation.

IV. scope

1. the scope of services includes the transfer of ownership to the customer of all technical documents (also for subcontractors) required for maintenance, processing and operation of the deliveries and services (hereinafter also referred to as "goods"). These technical documents must be drafted in German and in accordance with the international SI standard system. The scope of services also includes that the contractor transfers to the customer all rights of use which are necessary for the use of the goods by the customer or third parties under consideration of possible patents or other industrial property rights.
2. If the agreed scope of services is to be deviated from, the contractor shall only be entitled to price or schedule changes if a corresponding written supplementary agreement has been made.

- 3 The ordered quantities are binding. In the case of additional deliveries, the customer is entitled to reject these at the expense of the contractor.

V. grade

The contractor shall set up and maintain a documented quality assurance system of the appropriate type and scope and in accordance with the state of the art. He shall keep records, in particular of his quality inspections, and make these available to the customer on request. The contractor hereby consents to quality audits for the assessment of the effectiveness of his quality assurance system by the customer or one of his representatives.

VI Delivery Periods, Delivery Dates, Delay in Delivery

- 1 Agreed dates are binding.
2. a performance before the agreed dates entitles the customer to reject the goods until due date.
- 3 In the event of a delay in delivery, the customer shall be entitled to claim lump-sum damages for delay in the amount of 0.5 % of the net purchase price of the goods, up to a maximum total of 5 % of the net purchase price. For the customer the proof of a higher damage remains unaffected. We also reserve the right to assert further legal claims of the customer in the event of default in delivery.
4. The contractor is obliged to inform the customer immediately in writing if circumstances arise or become apparent which indicate that the agreed delivery time cannot be met.

VII Delivery and storage

1. If a delivery "EXW (according to Incoterms 2010)" or "FCA (according to Incoterms 2010)" has been agreed, the customer shall bear only the most favourable freight costs in each case.
- 2 The stated shipping addresses must be observed. Delivery to a place other than the place of receipt designated by the customer shall not transfer risk to the contractor even if this place accepts the delivery. The contractor shall bear the additional costs

of the customer resulting from delivery to a place other than the agreed place of receipt.

3. Partial deliveries must be marked as such, delivery notes must be submitted in duplicate.
4. If the contractor is entitled to the return of the packaging necessary for the delivery, the delivery papers must be clearly marked. In the absence of marking, the customer shall dispose of the packaging at the contractor's expense; in this case, the contractor's claim for return of the packaging shall lapse.
5. the storage of goods required for the provision of services on the premises of the customer may only take place in assigned storage locations. The contractor shall bear full responsibility and risk for these items until the transfer of risk.
- 6 The statutory regulations, in particular the provisions of the Act on the Transport of Dangerous Goods and the applicable dangerous goods regulations, including the relevant appendices and appendices, must be observed during transport.
7. the declaration of the goods in the consignment notes must be made in accordance with the currently valid regulations of the railways in the case of shipment by rail. Costs and damages arising from incorrect or omitted declarations shall be borne by the contractor.
8. the contractor must have the receipt of consignments confirmed in writing by the place of receipt specified by the customer.

VIII. conferral

The contractor is not entitled to transfer the production of the goods, in whole or in part, to third parties without the prior written consent of the customer. subcontractors of the contractor, which supply the contractor with parts for the manufacture of the goods shall be named to the customer upon request.

IX. resignation

The customer is entitled to terminate the contract for good cause if, among other things, judicial insolvency proceedings are filed against the contractor's assets or if the contractor suspends payments. The customer has the right to take over material and/or semi-finished products including any special operating resources on reasonable terms.

X. Invoicing, payment, offsetting

1. Payment shall be made in accordance with a written agreement, but not before receipt of a proper invoice. A delivery made before the agreed delivery date does not affect a payment period linked to the agreed delivery date.
2. the contractor can only offset undisputed or legally established claims.
3. If no agreement has been made on the date of payment, payment shall be made at the end of the month following proper delivery and receipt of a proper invoice.

XI. reservation of proprietary rights

The transfer of the goods to the customer is unconditional and irrespective of the payment of the price. All forms of extended or prolonged retention of title are excluded in any case, so that any retention of title effectively declared by the contractor is only valid until payment for the goods delivered to the customer by the customer and only for the respective goods.

XII. Defective delivery

1. The statutory provisions shall apply to the rights of the customer in the event of material defects and defects in title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the contractor, unless otherwise stipulated below.
2. According to the statutory provisions, the contractor shall be liable in particular for the goods having the agreed quality and being suitable for the intended purpose. Product descriptions which are the subject matter of the respective contract - in particular by designation or reference in the customer's order - or which have been included in the contract in the same way as these conditions shall in any case be regarded as an agreement on the quality and the purpose of use. It makes no

difference whether the product description comes from the customer, the contractor or the manufacturer.

3. In the case of purchase contracts or contracts for work and services, the customer is entitled to claims for defects without limitation in deviation from § 442 para. 1 sentence 2 BGB even if the defect remained unknown to him at the time of conclusion of the contract due to gross negligence.
4. The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects in the case of contracts for sale or contracts for work and materials. The customer is therefore obliged to inspect the goods for any defects within a reasonable period of time. Defects shall in any case be deemed to have been notified in due time if the customer notifies the contractor within ten working days of receipt of the goods (delivery) by the customer. Hidden material defects shall in any case be deemed to have been notified in good time if the notification is made to the contractor within ten working days of discovery. Working days are the working days at the client's premises.
5. In the event of defectiveness of the goods, the customer may, at his discretion, demand subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). If the contractor does not fulfil his obligation to remedy the defect within a reasonable period set by the customer, the customer may remedy the defect himself and demand reimbursement from the contractor of the expenses required for this or an appropriate advance payment. If subsequent performance by the contractor has failed or is unreasonable for the customer (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline is required; in this case the contractor must be informed immediately, if possible in advance.
6. the place of performance of the subsequent performance is the place where the goods are located at the time the defect occurs. The contractor shall bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs. In the case of installation of the goods in another item, the customer is obliged either to remove the goods or the defective part of the goods from the item in which the goods were installed and to install the goods delivered as replacement or the spare part in this item, or to bear the costs which are necessary for this removal and installation of the goods delivered as replacement or the spare part.
7. the limitation period for warranty claims for material defects shall be suspended upon receipt of the written notice of defects by the contractor. In the case of replacement and rectification, the limitation period for claims under warranty for material defects for replaced and repaired parts shall recommence, unless the customer had to assume that the contractor was not obliged to take the measure following the conduct of the contractor, but only carried out the replacement delivery or rectification for reasons of goodwill or similar reasons.

8. Furthermore, in the event of a material defect or a defect in title, the customer is entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, the customer is entitled to compensation for damages and expenses in accordance with the statutory provisions.

XIII Product liability, indemnity, insurance cover

1. Insofar as the contractor is responsible for a product damage, he is obliged to indemnify the customer against claims of third parties at first request insofar as the cause is within the contractor's sphere of control and organisation and he is liable himself in the external relationship.
2. within the scope of his indemnity/liability according to clause 1, the contractor is also obliged to reimburse the customer for any expenses according to §§ 683, 670 BGB or according to §§ 830, 840, 426 BGB which result from or in connection with a claim of third parties including any recall action carried out by the customer. The customer shall inform the contractor - as far as possible and reasonable - about the content and scope of recall measures and give him the opportunity to comment. Further legal claims remain unaffected.
3. the contractor undertakes to maintain product liability insurance with a sum insured of € 10 million per personal injury/property damage. The Contractor shall send the Principal a copy of the liability policy at any time upon request.

XIV Statute of Limitation

1. The mutual claims of the contracting parties shall become statute-barred according to the statutory provisions, unless otherwise stipulated below.
2. The general limitation period for claims for material defects and defects of title shall be 36 months, in the case of purchase or work and materials contracts calculated from delivery of the goods to the customer and in the case of contracts for work and services calculated from acceptance, unless the mandatory statutory provisions of §§ 478, 479 BGB (German Civil Code) apply. If acceptance has been agreed for contracts of sale or contracts for work and materials, the limitation period shall also commence with acceptance in this respect. The statutory limitation period for claims for restitution in rem of third parties (§ 438 Paragraph 1 No. 1 BGB) remains unaffected.
3. The limitation periods of the right of purchase - or in the case of contracts for work and services under the law on contracts for work and services - including the above

extension pursuant to Clause 2 - shall apply - to the statutory extent - to all contractual claims based on defects. Insofar as the customer is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply for this, unless the application of the limitation periods of the right of purchase in the individual case leads to a longer limitation period.

XV Liability of the principal and scope of liability

1. claims by the contractor for damages and reimbursement of wasted expenses against the client, its organs and legal representatives and/or vicarious agents (hereinafter collectively: "B&K"), on whatever legal grounds, in particular due to breach of the contractual obligation and/or tort (hereinafter: "claims for damages"), are excluded.
2. This shall not apply if B&K is guilty of intent or gross negligence and/or in the event of a breach of essential contractual obligations. Essential contractual obligations are such obligations, the fulfilment of which is essential for the proper execution of the contract and on whose compliance the contractor regularly relies and may rely.
3. In the event of non-intentional and not grossly negligent violation of essential contractual obligations, the scope of liability shall be limited to compensation for foreseeable damage typical for the contract.
4. The above limitations of liability shall not apply if B&K is compulsorily liable, e.g. under the Product Liability Act or for damages resulting from injury to life, limb or health.

XVI Place of performance, place of jurisdiction

1. Place of performance for all deliveries/services is the place of receipt of the goods designated by the customer.
2. If the contractor is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the principal's place of business in Hamburg. The customer is also entitled to sue the contractor at his place of business / residence.

XVII Applicable law

The law of the Federal Republic of Germany shall apply to all legal relations between the customer and the contractor to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG - UN Sales Convention) of 11 April 1980 in its currently valid version.

XVIII. non-disclosure

In addition to clause II. 3 of these conditions, the contractor shall maintain strictest silence towards third parties regarding all operational processes, facilities, installations, documents, etc. at the customer and his customers, which become known to him in connection with his work for the customer, even after submission of the respective offers or execution of the contract. He shall impose corresponding obligations on his vicarious agents or vicarious agents.

XIX Partial invalidity

Should one or more of the above provisions be or become wholly or partially invalid, unenforceable or unenforceable, the remaining provisions shall remain unaffected. The parties are obliged to agree on a provision instead of the ineffective, unenforceable or unenforceable provision that comes as close as possible to what the parties intended according to the original meaning and purpose of the ineffective, unenforceable or unenforceable provision. The same applies to any gaps in this contract and in the event that the invalidity is based on a measure of performance or time; the legally permissible measure then applies.

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