

General Terms and Conditions of Sale and Delivery

of Dr Kornder Anlagen- und Messtechnik GmbH & Co. KG

I. General information and conclusion of contract

- 1) The sale of our goods and other services is based exclusively on the following General Terms and Conditions of Sale and Delivery in commercial business transactions.
- 2) Any deviating terms and conditions of purchase of the customer are hereby expressly rejected insofar as they deviate from these General Terms and Conditions of Sale and Delivery to our disadvantage.
- 3) Agreements that amend, extend or supplement these terms and conditions must be made expressly and in writing. This also applies to promises and agreements with representatives, which also require our written confirmation to be effective. Acceptance of the service or delivery shall in any case be deemed to be acceptance of these General Terms and Conditions.
- 4) Our offers are subject to change and non-binding.
- 5) Orders placed by the client that are to be qualified as an offer to conclude a contract shall only be deemed accepted once we have confirmed them in text form. If the conclusion of the contract is confirmed by us (order confirmation), the contract shall be deemed concluded on the confirmed terms if the client does not object in text form immediately after receipt of the order confirmation.

II. Drawings, technical documents

- 1) The information on dimensions, weights, capacity, performance, consumption and the like contained in our dimension sheets, drawings, brochures or other printed matter is only approximate. They are only binding if this is expressly stated in our order confirmation.
- 2) We reserve the property rights and copyrights to our calculations, cost estimates, drafts, drawings and other technical documents that we provide to the client before or after conclusion of the contract. They may not be used by the client for other purposes, reproduced or made accessible to third parties without our consent. They must be returned to us immediately if the order is not placed.
- 3) The aforementioned documents shall only become the property of the client if either an express contractual provision provides for this or if they have been produced on behalf of the client and invoiced to him separately by us.
- 4) Similarly, plans and technical documents which we receive from the customer before or after conclusion of the contract shall remain his property and may not be used by us for other purposes, reproduced, handed over or disclosed to third parties. However, we may make these plans and technical documents available to third parties to whom we have legitimately transferred deliveries or services. We are not obliged to check the dimensions, weights etc. specified by the customer.

III. Prices

- 1) Unless otherwise agreed, our prices are quoted in euros. If the information is provided in a foreign currency, the exchange rate valid at the relevant time shall be stated in euros. In this case, we shall be entitled to adjust the price quoted in the foreign currency if, in the course of contract fulfilment, the exchange rate deviates by more than 5% from the rate at the time of submission of the offer or conclusion of the contract.
- 2) If the production costs change significantly upwards or downwards four months after conclusion of the contract, we shall be entitled to adjust the sales prices accordingly without the client having the right to withdraw from the contract.
- 3) Unless otherwise agreed, our prices are ex works excluding packaging, postage, freight, other shipping costs and insurance and without installation or assembly. Value added tax at the applicable statutory rate shall be added to the prices. If deliveries of spare parts or other items are made directly ex works of our subcontractors, our prices shall apply ex works of the subcontractors excluding packaging, postage, freight and other shipping costs and insurance and without installation or assembly.

IV. Payment

- 1) Payments are to be made to us or to the paying agent designated by us.
- 2) In the event of non-compliance with the terms of payment or if we become aware after conclusion of the contract that the payment claim is jeopardised by the client's inability to pay, we shall be entitled to perform outstanding deliveries and services only against advance payment or provision of security. Furthermore, in the event of default in payment, we shall be entitled to take possession of the subject matter of the contract without waiving our claims until our claim has been satisfied in full. If the subject matter of the contract is taken back, all costs, including those of a new delivery, service, assembly or installation, shall be borne by the customer. In the event of cancellation, the customer shall compensate us for any reduction in value, even if we are not at fault, in addition to the remuneration for the use of the subject matter of the contract.
- 3) Representatives are not authorised to accept payments unless they are expressly authorised to collect payments.
- 4) Unless other payment terms have been agreed, payments are to be made within 30 days of the invoice date without deduction. Services are payable within 14 days without deduction.
- 5) In the event of late payment, we shall be entitled to charge interest on arrears at a rate of 5 percentage points above the base rate. The assertion of further damages caused by default shall remain unaffected. While the customer is in default of payment, we are not obliged to provide any further deliveries or services and may demand advance payments for outstanding deliveries or services.
- 6) Offsetting against any counterclaims of the client, including those from previous business relationships or those which the client has acquired by way of assignment, is excluded unless these claims are not disputed by us or have been legally established.

V. Packaging, dispatch and transfer of risk

- 1) The choice of packaging is left to us; the packaging must be done properly. The unobjectionable acceptance by the forwarding agent or carrier shall suffice as proof of faultless packaging. Special requests of the customer require prior agreement with us in text form. Packaging material will be charged at cost price and will not be taken back. The packaging costs include the price of the packaging material and the labour costs incurred.
- 2) Dispatch shall always be at the risk of the customer, even if other types of delivery than "ex works" have been agreed, dispatch is carried out by us, partial deliveries are made or we have undertaken other services, such as assembly, commissioning, etc.

- 3) If the customer has not issued any binding shipping instructions, we shall ship the goods according to expediency and reasonable discretion; we shall not assume any liability for the cheapest and fastest shipment or full utilisation of the means of transport.
- 4) If the customer collects the goods himself or has them collected, the time of collection must be agreed with us in good time.
- 5) If the goods are ordered on call or if dispatch is delayed at the request of the customer or for other reasons for which we are not responsible, the customer shall be charged the costs incurred for storage, starting on the first day of the month following notification of readiness for dispatch, in the case of storage at our works at a flat rate of 0.5% of the invoice amount for each month or part thereof. We are entitled to demand a higher amount if we can prove higher costs. In any case, we shall be entitled to dispose of the delivery item elsewhere after setting a reasonable deadline which has expired without result and to supply the customer within a reasonably extended deadline.
- 6) In all cases, the risk shall pass to the customer as soon as the delivery item has left the supplier's works. If dispatch is delayed at the request of the customer or for reasons for which we are not responsible, the risk shall pass to the customer upon notification of readiness for dispatch.
- 7) In the absence of special instructions from the client, we are entitled, but not obliged, to take out transport insurance at the client's expense.
- 8) Transport damage must be reported to us in writing immediately after receipt of the goods, enclosing the damage assessment of the transport company. Otherwise § 377 HGB applies.
- 9) It is the responsibility of the client or consignee to take the necessary measures to determine the damage and to recognise the obligation of the forwarder, carrier or transport company to pay compensation.

VI. Delivery time, compensation for delay

- 1) The delivery date stated in the order confirmation is only approximate and is not binding for us unless it is expressly designated as binding.
- 2) The delivery period shall commence on the calendar day following the date of the order confirmation. If, however, the customer has not provided the documents, necessary approvals or releases to be procured by him at this time or has not complied with the agreed terms of payment or has not fulfilled other obligations to be fulfilled by him, the delivery period shall only commence on the calendar day following the fulfilment of all these conditions. Compliance with the delivery period by us presupposes in any case the fulfilment of the contractual obligations of the customer.
- 3) The delivery deadline shall be deemed to have been met if the delivery item has left the factory by the time it expires. If despatch is delayed through no fault of our own, the delivery date shall be the date of notification of readiness for despatch.
- 4) Compliance with any delivery deadline is subject to correct and timely delivery to us; we will inform the customer as soon as possible of any delays that become apparent in this respect.
- 5) The delivery period shall be extended appropriately in the event of unforeseen obstacles which are beyond our control and influence, regardless of whether they occur in our factory or at our subcontractors, e.g. operational disruptions, strikes, lockouts, delayed receipt of materials and goods, force majeure and other obstacles which affect the completion or delivery of the goods. We shall not be responsible for the aforementioned circumstances even if they occur during an existing delay. If the customer requests changes to the order after it has been placed, the delivery time shall be extended accordingly.
- 6) Partial deliveries and partial services within the delivery period are permissible.
- 7) If we are in default of delivery due to gross negligence, the customer shall be entitled to claim compensation for delay, provided that he suffers damage as a result, to the exclusion of further claims. This shall amount to 0.1% for each full week of delay, but in total not more than 5% of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay.
- 8) If, in the event of a delay in delivery, the client sets us a reasonable grace period - taking into account the statutory exceptions - with the express declaration that he will refuse to accept the service after expiry of this period, and if the grace period is not met, the client shall be entitled to withdraw from the contract within the framework of the statutory provisions. Further claims arising from delay in delivery shall be determined exclusively in accordance with Section VIII of these terms and conditions.
- 9) We shall only be liable in accordance with the statutory provisions insofar as a fixed-date transaction within the meaning of §§ 286 II No. 4 BGB, 376 HGB exists. The same applies if the customer is entitled to assert the discontinuation of his interest in the further fulfilment of the contract due to the delay for which we are responsible. In this case, our liability for damages shall be limited to the foreseeable, typically occurring damage if the delay is not due to a wilful breach of contract for which we, our legal representatives or our vicarious agents are responsible. We shall also be liable in accordance with the statutory provisions if the delay is due to an intentional or grossly negligent breach of contract for which we, our legal representatives or our vicarious agents are responsible. In the absence of wilful intent, liability shall be limited to the foreseeable, typically occurring damage. If the delay is based on the culpable breach of a material contractual obligation by us, our legal representatives or vicarious agents, we shall be liable in accordance with the statutory provisions with the proviso that liability is limited to the foreseeable, typically occurring damage. Otherwise, in the event of a delay for which we are responsible, the customer may claim 0.1% of the contract value for each full week of delay, up to a maximum of 5% of the contract value. Any further liability for a delay for which we are responsible is excluded.

VII. Liability for defects in performance and delivery

- 1) Claims for defects on the part of the client shall only exist if the client has duly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code) within a maximum period of five working days from delivery.
- 2) All parts which prove to be defective within twelve months of delivery as a result of a circumstance prior to the transfer of risk shall be repaired or replaced free of charge at our reasonable discretion. The discovery of such defects must be reported to us immediately in writing. Claims for material defects - irrespective of the legal grounds - shall become time-barred after twelve months. In the event of a defect in a building or in items for a building, the limitation periods of the VOB/B shall apply. Notwithstanding sentence 1, the statutory periods shall also apply to claims under the Product Liability Act and in the event of wilful or

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fraudulent behaviour. No liability is accepted for damage resulting from natural wear and tear (wearing parts).

- 3) No liability is accepted for damage caused by the following reasons:
 - a. Unsuitable or improper use
 - b. faulty installation or commissioning by the client or third parties
 - c. incorrect or negligent handling of the delivery item, in particular with regard to the present operating instructions or briefing
- 4) After consultation with us, the customer shall give us the necessary time and opportunity to carry out all repairs and replacement deliveries that we deem necessary at our reasonable discretion, otherwise we shall be released from liability for defects. In any case, we shall be granted two attempts at rectification before any further rights are asserted, unless this is precluded by special circumstances to be proven by the customer. Only in urgent cases where operational safety is jeopardised, of which we must be informed immediately, or if we are in default with the rectification of the defect, shall the customer have the right to rectify the defect himself or have it rectified by a competent third party and to demand reasonable reimbursement of his costs from us.
- 5) Of the direct costs arising from the repair or replacement delivery, we shall bear the costs of the replacement part, including dispatch, insofar as the complaint proves to be justified. Otherwise, the customer shall bear the costs.
- 6) Any modifications or repair work carried out improperly by the client or third parties without our prior authorisation shall invalidate any liability for the resulting consequences.
- 7) If used material is installed, this is done to the exclusion of any liability for material defects. This exclusion shall not apply to claims for damages arising from liability for material defects that are based on a grossly negligent or wilful breach of duty by us or in the event of injury to life, limb or health.
- 8) Irrespective of the following limitations of liability, we shall be liable in accordance with the statutory provisions for damages to life, body and health that are based on a negligent or intentional breach of duty by us, our legal representatives or our vicarious agents, as well as for damages that are covered by liability under the Product Liability Act. We shall be liable in accordance with the statutory provisions for damages that are not covered by the above sentence and that are based on intentional or grossly negligent breaches of contract as well as our fraudulent intent, that of our legal representatives or vicarious agents. In this case, however, our liability for damages shall be limited to the foreseeable, typically occurring damage, unless we, our legal representatives or vicarious agents have acted with intent or gross negligence. Insofar as we have given a guarantee of quality and/or durability with regard to the goods or parts thereof, we shall be liable within the scope of this guarantee. However, we shall only be liable for damages which are based on the absence of the guaranteed quality or durability but which do not occur directly on the goods if the risk of such damage is clearly covered by the quality and durability guarantee.
- 9) We shall also be liable for damages caused by simple negligent breach of such contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the client regularly relies and may rely. However, liability shall only apply if the damage is typically associated with the contract or is foreseeable.
- 10) Any further liability is excluded, regardless of the legal nature of the asserted claim. This applies in particular to tortious claims or claims for reimbursement of futile expenses instead of performance. Our liability according to section VI of these GTC shall remain unaffected by this. This exclusion of liability also applies to the personal liability of our employees, workers, representatives and vicarious agents.
- 11) Unless otherwise agreed, we shall provide our deliveries and services in Germany free of industrial property rights and copyrights of third parties. Should there nevertheless be a corresponding infringement of industrial property rights, we shall either obtain a corresponding right of use from the third party or modify the delivery item in such a way that there is no longer an infringement of industrial property rights. If this is not possible for us under reasonable conditions, both the customer and we shall be entitled to withdraw from the contract.
- 12) In the event of defects of title, the above provisions shall apply accordingly, whereby claims of the customer shall only exist if the customer notifies us immediately in writing of the claims asserted by third parties, does not acknowledge an alleged act of infringement either directly or indirectly, all defence measures remain reserved to us, the infringement of rights is not based on the fact that the customer has modified the delivery item or used it in a non-contractual or improper manner or the defect of title is attributable to an instruction of the customer.

VIII. Liability for claims for damages

- 1) We shall only be liable for slight negligence if an obligation is breached, the fulfilment of which is of particular importance for achieving the purpose of the contract (cardinal obligation).
- 2) Insofar as we, our legal representatives or other vicarious agents are guilty of intent or gross negligence, our liability shall be limited to the foreseeable damage typical of the contract.
- 3) In the cases of section VIII 1) our liability is limited to the simple value of the subject matter of the contract.
- 4) Claims for damages due to a defect shall lapse within one year of delivery of the goods or completion of the work, unless we, our legal representatives or vicarious agents have culpably injured life, limb or health or have acted wilfully or with gross negligence.
- 5) The mandatory provisions of the Product Liability Act remain unaffected.

IX. Retention of title

- 1) The goods delivered by us shall remain our property until full payment of our claims arising from the entire business relationship, including interest and costs as well as any packaging and freight costs.
- 2) The client is entitled to process or sell the delivery item or parts of the delivery item in the ordinary course of business as long as he fulfils his payment obligations to us punctually. If our ownership expires as a result of processing, the customer hereby assigns to us the ownership rights to which it is entitled to the new stock or item to secure our claims under Section IX clause 1). If an item delivered by us becomes an integral part of another item as the main item through combination, it shall be deemed agreed that co-ownership of the main item shall pass to us in the ratio of the invoice value of our item to the invoice value - in the absence of such a value to the current value - of the main item. Insofar as ownership

or co-ownership of the item created by processing or of the main item is transferred to us by way of security, the customer shall store it for us free of charge with the care customary in the trade. In the event of resale, the customer is obliged to retain the reservation of title. He hereby assigns to us the claims against his customers arising from the resale with first priority until all our claims have been settled. His claims from the resale shall be assigned to us in the internal relationship. The customer is authorised to collect the claims from the resale despite the assignment, but he must pay the amounts received into a separate account. Our authority to collect remains unaffected by the client's authorisation to collect. However, we shall not collect the claims assigned to us as long as the client duly fulfils his payment obligations to us. At our request, the client must inform us of the debtors of the claims assigned to us and notify them of the assignment.

- 3) The customer is not authorised to pledge the goods, to assign them as security or to transfer his expectant right to the goods to third parties by way of security. The client must inform us immediately of any seizure or any other impairment of our property by third parties. The costs of any necessary interventions shall be borne by the customer.
- 4) The assertion of the retention of title shall not be deemed a cancellation of the contract. Despite the retention of title, the client shall bear the risk of loss and deterioration of the goods.
- 5) The customer is obliged to insure the reserved goods against machine breakage, fire and theft. He hereby assigns his claims from this insurance contract to us. At our request, he must prove this to us in writing. In the event of resale, the same obligation shall be imposed on the subsequent purchaser.
- 6) If the realisable value of our securities exceeds our claims by more than 20 %, we shall be obliged to retransfer the claims assigned to us by way of security at the request of the customer.
- 7) In the event of behaviour in breach of contract on the part of the client, in particular in the event of default in payment, we shall be entitled to take back the delivery item following a reminder and the client shall be obliged to surrender it. The seizure of the delivery item by us does not constitute a cancellation of the contract. The customer hereby authorises us to enter his business and operating premises insofar as this is necessary to collect the delivery item. The goods subject to retention of title shall be taken back at the proceeds realised, but at most at the delivery prices agreed with the customer. Further claims for damages, in particular loss of profit, remain reserved.

X. Installation and assembly

Unless otherwise agreed, the following provisions shall apply to any agreed type of installation and assembly:

- 1) The client must accept at his own expense and provide in good time
 - a. Auxiliary teams such as labourers and, if necessary, bricklayers, carpenters, locksmiths, crane operators and other skilled workers with the tools they need in the required numbers.
 - b. All earthworks, bedding, construction, chiselling, scaffolding, plastering, painting and other ancillary work outside the industry, including the necessary building materials.
 - c. The commodities and materials required for assembly and commissioning, such as scaffolding timber, wedges, underlays, cement, plasters and sealants, lubricants, fuels, etc.; also scaffolding, lifting gear and other equipment.
 - d. Operating power and water including connections up to the point of use, heating and general lighting.
 - e. At the assembly site, sufficiently large, suitable, dry and lockable rooms for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for our assembly personnel, including sanitary facilities appropriate to the circumstances; in addition, the client must take the same measures to protect our assembly personnel on the construction site as he would take to protect his own property.
 - f. Protective clothing and protective devices that are required due to special circumstances at the installation site and are not customary for us in the industry.
- 2) Before the start of the installation work, the client must provide the necessary information on the location of concealed electricity, gas and water pipes or similar installations as well as the required information without being requested to do so.
- 3) Prior to the start of installation or assembly, the delivery parts required for the start of the work must be on site and all bricklaying, carpentry and other preparatory work must have progressed to such an extent that the installation or assembly can be started immediately after the arrival of our installers or our assembly personnel and can be carried out without interruption. In particular, the access routes and the installation or assembly site must be levelled and cleared at floor level, the foundation masonry must be set and dry, the foundation walls must be levelled and backfilled, and, in the case of indoor installation, the walls and ceilings must be plastered and fully completed, in particular doors and windows must be installed.
- 4) If the installation, assembly or commissioning is delayed due to circumstances, in particular on the construction site, through no fault of our own (creditor's delay), the customer shall bear the reasonable costs for waiting time and any additional travelling required by our installers or assembly personnel.
- 5) The working hours of our installation and assembly personnel must be certified by the client on a weekly basis to the best of their knowledge. The client is also obliged to provide our installers and assembly personnel with written confirmation of the completion of the installation or assembly without delay.
- 6) We shall not be liable for work carried out by our installers or our assembly personnel and other vicarious agents insofar as this work is not connected with the delivery and the installation or assembly or insofar as it is arranged by the customer.
- 7) If we have taken over the installation or assembly against individual invoicing, the following shall apply in addition to the provisions under X No. 1. the following provisions shall apply:
 - a. The client shall pay us the rates agreed when the order was placed for working time and surcharges for overtime, night work, work on Sundays and public holidays, for work under difficult conditions and for planning and supervision. Preparation, travelling, travel and return times shall be considered working time.
 - b. In addition, the following expenses are reimbursed separately

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- i. Travelling expenses, costs for the transport of tools and personal luggage.
- ii. Payment for working time, rest days and public holidays.

XI. Special conditions for assembly and repair services

- 1) Written cost estimates are only binding if they are designated as binding in writing. An overrun of 20% is permissible if an increase in time or labour costs proves necessary during the execution of the work. The client must only be informed in advance if the cost estimate is exceeded by more than 20%. His consent shall be deemed to have been given if he does not object in writing within three working days of notification.
- 2) The client shall be notified of the completion of the installation or repair. Sending the invoice shall be deemed equivalent to notification. Acceptance must take place within three working days of receipt of the notification. A written record of the acceptance shall be drawn up. Acceptance shall be deemed to have taken place if the client does not identify any significant defects, if the client starts using our deliveries or services or if acceptance does not take place on time for reasons for which the client is responsible. If no objections are raised during acceptance or if acceptance is not carried out in due time, the service shall be deemed to have been duly accepted. If the client does not accept a contractual item that has not been assembled or repaired at his place of business within two days of completion, he shall be in default. In this case, we shall be entitled to charge a customary local storage fee.
- 3) In any case, the risk shall pass to the client upon receipt of the notice of completion.
- 4) We are entitled to make partial deliveries and render partial services and to issue corresponding partial invoices.

XII. Construction services

- 1) Insofar as we provide construction services as part of the fulfilment of the contract, the provisions of VOB/B, which shall form the basis of the contract in its entirety, shall apply with priority, unless otherwise agreed in individual contracts or in these GTC.

XIII. Planning services

- 1) Insofar as we provide creative services as part of the fulfilment of the contract that lead to the creation of copyrights, these rights shall remain with us. The client is exclusively authorised to use these rights within the scope of the subject matter of the contract. Publication or disclosure as well as utilisation outside the subject matter of the contract is only permitted with our express prior consent.

XIV. Guarantee

- 1) We warrant that the delivery item does not have any obvious or hidden defects that significantly reduce its utility value. A prerequisite for the warranty is that these defects were demonstrably already present before the transfer of risk.
- 2) The customer must inspect the delivery immediately upon receipt and, if a defect is found, notify us immediately in writing.
- 3) If the client fails to notify us, the delivery shall be deemed to have been approved, unless the defect was not recognisable during the inspection.
- 4) If such a defect is discovered later, notification must be made in text form immediately after discovery; otherwise the goods shall also be deemed to have been approved in respect of this defect.
- 5) The customer or the recipient of the delivery item named by him must give us the opportunity to inspect and rectify the notified defect; otherwise we shall be released from liability for defects.
- 6) The limitation period for claims for defects is 12 months from delivery.

XV. Place of fulfilment, place of jurisdiction, applicable law

- 1) The place of fulfilment for deliveries and payments is our registered office.
- 2) The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office.
- 3) The contractual relationship shall be governed exclusively by German law to the exclusion of the conflict of laws and the Hague Uniform Laws on the International Sale of Goods, the UN Convention on Contracts for the International Sale of Goods (CISG) and other laws and agreements.

XVI. General information

- 1) If the customer suspends payments or if insolvency proceedings are instituted against his assets, we shall be entitled to withdraw from the part of the contract that has not yet been fulfilled.