

General Terms and Conditions of Kluitmann Industrietechnik Handels GmbH

1. Scope

- 1.1 All business relationships with regard to our customers are subject to the following Terms and Conditions. The Terms and Conditions apply to all business relationships, both current and in the future.
- 1.2 Consumers, as defined by the Terms and Conditions, are natural persons with whom a business relationship is entered into but who do not perform a commercial or self-employed activity. Contractors, as defined by the Terms and Conditions, are natural or legal persons or companies with legal capacity with which a business relationship is entered into which in practice involves a commercial or self-employed professional activity.
- 1.3 Customers, as defined by the Terms and Conditions, are both consumers and contractors. Terms and Conditions that deviate, contradict, or supplement those stated here are not a part of the contract, even if they are known, unless their applicability has been approved explicitly in writing.

2. Offer and conclusion of contract

- 2.1 Contract offers are only binding to us if we release them and clearly identify them as such. Our offers are subject to change. Technical alterations and changes in shape, color and/or weight are permitted within reasonable limits.
- 2.2 Contracts only come into effect after written confirmation of the order, but at the latest after tacit fulfillment based on an order. The conclusion of a contract is subject to the necessary import and export licenses and other necessary approvals from the authorities. It is also subject to proper and timely delivery by our supplier. This only applies in the event that non-delivery was not caused by us, particularly in the event of the conclusion of a congruent hedging with our supplier. The customer will be informed about the non-availability of the service without delay. The money for this will be refunded without delay. Force majeure, interruptions or limitations in our operation or in the operations of our suppliers, or insufficient electrical power, raw materials and fuels or insufficient shipment options in our operation or in the operations of our suppliers release us for their duration without an obligation for compensation prior to delivery.
- 2.3 If goods are ordered, the customer makes a binding declaration that it wishes to purchase the ordered goods. We are authorized to accept the contractual offer presented to us in the order within two weeks of receipt by our offices. Acceptance can be declared either in writing or by delivery of the goods to the customer.

3. Prices

- 3.1 Additional costs such as VAT, freight, packaging, postage, insurance, etc. are not included in the prices. The latest price list or the sales price listed in the offer apply; we reserve the right to adjust the prices in the event of material and salary rate increases, as long as they do not occur within four months after the conclusion of the contract. For small orders less than EUR 100 net goods value, we will always add a EUR 10 minimum quantity surcharge. If delivery is made using our vehicle, we will add a trip charge of EUR 10 per trip.

4. Delivery and design deadlines

- 4.1 The delivery and manufacturing deadlines indicated are non-binding.

5. Loading, shipment, insurance and transfer of perils

- 5.1 Shipment, loading and packaging will occur based on our best judgment, unless the customer provides special instructions.
- 5.2 The risk of accidental destruction or accidental deterioration of the goods is borne by both the contractor and the consumer with the handing over, during sale by delivery to a place other than the place of performance with delivery of the goods to the forwarding agent, the freight carrier or to another person designated for executing shipment or other person or institution to the purchaser. The handing over shall be deemed to have taken place if the purchaser has accepted by default. Initial claims due to our possible activity as part of shipment, loading or insuring can only become applicable if there is gross negligence or willful intent by our legal representatives or senior staff. The goods will only be insured upon the request and at the expense of the customer.

6. Warranty

- 6.1 Warranty of properties requires express written establishment in an individual contract.
- 6.2 If the purchaser is a contractor, we will first provide a warranty through rework or replacement delivery to fix damaged goods.
- 6.3 If the purchaser is a consumer, then it will initially be given a choice whether rework should be provided through improvement or through a replacement delivery. We are, however, authorized to decline the type of rework selected if it is only possible at a significant cost and the other type of rework is without significant disadvantages for the consumer.
- 6.4 If the rework is insufficient, then the customer can always demand a reduction of payment (reduction) or cancellation of the contract (withdrawal). However, if the contract infringement is slight, particularly in the case of only slight deficiency, then the customer has no right to withdrawal.
- 6.5 Contractors must indicate obvious deficiencies, as well as incorrect delivery or incompleteness, in writing within a period of 10 days after receipt of the goods; otherwise, the warranty claim is not applicable. Deficiencies covered must be objected to within 10 days after they have been established. Timely return shipment is sufficient to meet the deadline. The contractor bears the entire burden of proof for all claim requirements, particularly for the deficiency itself, for the point in time that the deficiency was determined, and for the timeliness of the deficiency deadline. Consumers must report any obvious deficiencies in writing to us within a period of two months after the point in time that the condition of the goods was determined to be in contradiction to the contract. Receipt of the information at our offices is authoritative for determining the deadline. If the consumer fails to provide us with this information, then any warranty rights will expire two months after the deficiency was established. This does not apply in the event of fraudulent intent by the consumer. The customer bears burden of proof for determining the time the deficiency was established. If the consumer was persuaded to purchase the goods through inapplicable statements by the manufacturer, then the burden of proof for determining its purchasing decision is on the consumer. In the case of used goods, the burden of proof for the defectiveness of the goods is on the consumer.
- 6.6 If the consumer decides to withdraw from the contract due to a legal or goods deficiency after failed rework, then it no longer has a claim to compensation due to the deficiency. If, after failed rework, the customer chooses compensation, then the goods will remain with the customer as long as this is reasonable to the customer. Compensation is limited to the difference between the sales price and the value of the deficient goods. This does not apply if we have caused an intentional contractual violation.
- 6.7 The warranty period for contractors is one year after delivery of the goods.
The period of limitation for consumers is two years after delivery of the goods.
The period of limitation for used goods is one year after delivery of the goods. This does not apply if the customer has not demonstrated the deficiency to us in a timely manner (see Paragraph 4 of this provision).
- 6.8 If the purchaser is a contractor, then only the manufacturer's product description is considered agreed as a property of the goods. Public statements, promotions or advertisements of the manufacturer alongside this do not represent contractual property information on the goods.
- 6.9 The customer does not receive any guarantees from us in a legal sense.

Manufacturer's guarantees remain unaffected.

7. Liability limitations

- 7.1 In the event of slightly negligent violations of our obligations, our liability is limited to immediate average damages typical to this type of contract based on the type of goods. This also applies to slightly negligent violations of our obligations by our legal representatives or assignees. We have no contractual obligations toward contractors with regard to liability in the event of negligent damage with insignificant contractual obligations.
- 7.2 The liability limitations do not affect customer claims based on product liability. Furthermore, the liability limitations do not apply to attributable bodily injury or damage to health or in the event of loss of life of the customer.
- 7.3 Compensation claims of the customer due to a deficiency expire one year after the goods have been delivered.

8. Payments

- 8.1 The customer is obligated to pay the purchase price within 30 days after receipt of the goods, exceptions only by special agreement. After this period has expired, the customer is in default of payment. A cash discount may only be deducted upon special agreement. A cash discount will not be granted if older transactions remain open. The customer only has the right to offsetting if its counter-claim has been determined to be legally binding or has been recognized by us. The customer may only exercise a right of retention if its counter-claim is based on the same contractual relationship. If we learn that there are circumstances that endanger the customer's creditworthiness, then any extension of payment for all outstanding bills from open contracts will become due immediately. We may withhold our fulfillment of services.

9. Reservation of proprietary rights

- 9.1 In contracts with consumers, we reserve the proprietary rights to the goods until the receipt of full payment of the purchase price. In contracts with contractors, we reserve the proprietary rights to the goods until complete settlement of all outstanding payments from the ongoing business relationship. The customer must treat the goods with care and maintain them properly.
- 9.2 The customer is obligated to inform us immediately of any third-party access to the goods, such as in the case of a seizure, or the destruction of the goods. The customer must indicate a change of ownership of the goods or a change of address to us without delay.
- 9.3 We are authorized to withdraw from the contract and to demand the return of the goods in the event of the customer behaving contrary to the contract, particularly in the event of a delay of payment, non-payment of bills or checks, over-indebtedness or suspension of payment or in the event that an obligation under Paragraph 2 of this provision has been violated.
- 9.4 The contractor is authorized to resell the goods in the course of business. The contractor hereby assigns to us all claims against a third party which accrue to us during the course of resale. We will accept the transfer. After withdrawal, the contractor is authorized to recover the outstanding bills. We reserve the right to recover the outstanding bills ourselves if the contractor does not meet its payment obligations in a timely manner or if it delays payment.
- 9.5 Processing and handling of the goods by the contractor always takes place on our behalf and by our order. If property that does not belong to us is processed, then we will acquire joint ownership of the new property in relation to the value of the goods supplied by us to the other property to be processed. This also applies if the goods are combined with other property that does not belong to us.

10. Return of delivered items

- 10.1 Material that we take back as an exception and due to special agreement will be compensated at the invoiced price. Freight costs, packaging, and 10% of the price (for administrative costs) will be deducted from it.

11. Right of withdrawal for distance selling contract

- 11.1 The consumer has the right to withdraw from its declaration of intent based on the conclusion of contract within two weeks of receipt of the goods. The withdrawal does not require any justification, and must be declared in writing or by return of the goods to the seller. Timely return shipment is sufficient to meet the deadline.
- 11.2 The consumer is obligated to return them when exercising the right of withdrawal if the goods can be returned by package. When exercising the right of return, the costs for this will be borne by the consumer at an order value of up to EUR 40, unless the goods delivered do not correspond to the goods ordered. At an order value of over EUR 40, the consumer does not need to bear the costs of return shipment.
- 11.3 The consumer must pay compensation for the lost value for any deterioration caused by the inability to use the goods as intended. The consumer is allowed to check the goods carefully. The loss of value that is caused by more than merely checking for use that causes the goods to no longer be able to be sold as "new" is to be borne by the consumer.
- 11.4 The right of return does not exist for the delivery of goods that have been manufactured according to customer specifications.

12. Final provisions

- 12.1 The laws of the Federal Republic of Germany apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply.
- 12.2 The court of jurisdiction for all disputes arising from this contract is Cleves, Germany.
- 12.3 If individual provisions of this contract, including the General Terms and Conditions, are found to be partially or wholly unenforceable, this does not affect the applicability of the remaining provisions.
- 12.4 In the event of disputes, only the German version of this contract shall be deemed authoritative.