

General terms and conditions of sale and delivery of LUDGER GLAAP & FRITZ BRINKMANN Machines GmbH & Co. KG (as of 07/2020) "Supplier"

I. Validity

1. The following general terms and conditions of sale and delivery apply exclusively to enterprises, legal entities under public law or special funds under public law within the meaning of Paragraph 310 (1) of BGB (German Civil Code). Conditions of the purchaser that contradict or differ from our terms of sale and delivery will not be recognized unless explicitly agreed upon in writing.

2. These conditions of sale also apply to all future business with the customer, insofar as they are legal transactions of a related nature.

II. Prices

1. The prices apply to the scope of services and delivery listed in the order confirmations. Additional or special services shall be charged separately. The prices stated are in EURO, EX Works; packaging, statutory VAT, postage, customs duties for export deliveries and fees and other public taxes shall also be charged additionally (EXW).

2. Engineering services, if necessary or requested, as well as assembly costs and commissioning, will be charged separately, unless otherwise agreed upon in writing.

3. Should the order be changed at the request of the purchaser, the supplier is entitled to charge the costs incurred up to that point, such as costs of : demonstrations, deliveries, insurance or other services as well as the amount of the depreciation resulting from aging and use plus 20.0% of the original price. We reserve the right to demand immediate payment in such cases, although it may be contrary to the initial agreement.

III. Conclusion of the contract

1. The supplier can accept orders or commissions within fourteen (14) days upon receipt. All offers of the supplier are subject to change and non-binding, unless expressly marked as binding or containing a specific acceptance period.

2. The written purchase contract ("confirmation"), including these general terms and conditions of sales and delivery, is solely decisive for the legal purposes. It fully reflects all agreements between the both parties of the contract. Verbal commitments made by the supplier prior to the conclusion of this contract are not legally binding and verbal agreements between the contracting parties are replaced by the written contract, unless expressly stated that they shall continue to apply.

3. Any additions and changes to the agreements made, including these General Terms and Conditions of Delivery, must be made in writing to be effective. The supplier's employees, with the exception of managing directors or authorized signatories, are not entitled to make oral agreements that differ from the written ones. In order to maintain the written form, transmission via email is sufficient, provided a copy of the signed declaration has been issued.

4. Information provided by the supplier about the product or service (e.g. weight, dimensions, load capacity, tolerances and technical data) as well as our drawings and illustrations are only approximate, unless the intended usage requires an exact match. They are not guaranteed characteristics, but descriptions or characterization of the product or service. Customary deviations and changes that occur due to legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts, are permissible, provided they do not impair the intended usage.

5. The supplier reserves the right of ownership and copyright to all offers and cost estimates as well as drawings, illustrations, calculations, brochures, catalogs, models and other documents and aids made available to the client. The purchaser may not, without the express consent of the supplier, make these items available to third parties, either as such or in terms of content, or make them known, use or reproduce them himself or through third parties. These items shall be returned to us at any time upon request in full, any copies made shall also be destroyed if no longer required in the ordinary course of business or if negotiations have not resulted in the conclusion of a contract. It shall not apply to the storage of electronically provided data for the purpose of normal data backup.

6. The transported goods can be insured on the desired amount upon buyer's written request. The purchaser bears the costs of the insurance.

IV. Delivery terms, default in acceptance, withdrawal from the contract, supplier's claims for damages

1. All deliveries are to be understood EX WORKS. All delivery dates and deadlines are only approximate unless a fixed period or date has been expressly promised or agreed upon. The delivery time or deadline is met if dispatch has taken place within time frame agreed upon or purchaser has been informed about seller's readiness to dispatch before the set deadline. If the order consists of several articles, and some of them are not in stock, upon buyer's request the available articles can be delivered as quickly as possible, however he / she has to incur the costs of delivery of the remaining articles, unless dispatch of these goods takes place after 7 (seven) working days since the initial shipment.

2. The supplier cannot be held liable for being unable to deliver, or for delays in delivery, if those are caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of all kinds, difficulties in material procurement, transport delays, shortage of workers, difficulties in procurement of the official permits, incorrect or late delivery by suppliers). Should such events make delivery significantly more difficult or impossible for the supplier, and the hindrance is not only of temporary nature, the supplier is entitled to withdraw from the contract. Should the obstacles be temporary, the delivery deadlines are extended or postponed by the period of the obstacle plus a reasonable start-up period. If the purchaser can no longer reasonably be expected to accept the delivery as a result of the delay, he can withdraw from the contract by means of an immediate written declaration.

3. The assumption of risk shall pass to the purchaser at the latest upon dispatch of the delivery item. This shall apply regardless of where

the goods are dispatched from, or who bears the freight costs. No liability is assumed for providing the most inexpensive shipment available or the fastest transport times.

4. If the purchaser is responsible for the delay in delivery, dispatch or receipt of the delivery item, all risks are transferred to the purchaser upon notification of readiness for dispatch or notification of completion (in the case of collection).

5. If the purchaser is in default of acceptance or if he culpably violates other obligations to cooperate, he must compensate the proven losses incurred by the supplier (such as storage costs) as well as any additional expenses.

6. If the object of the contract is not accepted, or if acceptance or collection is refused, we are entitled to withdraw from the contract and claim damages after a reasonable grace period has been granted and brought no results. The same applies if the purchaser does not adhere to the terms of payment. As compensation for damages we can demand a flat rate of 15.0% of the purchase price for series products and 30.0% of the purchase price for individual production without any proof. Shall the purchaser disagree with these terms, he is the one to bear the burden of proof that the damage did not occur or that it occurred in a significantly lesser extent than the flat rate.

V. Payment and Default

1. Invoice amounts are to be paid within seven (7) calendar days without any deduction, unless otherwise agreed in writing. The date of receipt by the supplier is decisive for the date of payment. If the purchaser is in default of payment, the outstanding amounts shall be paid with an interest of 5% above the base rate from the due date; the assertion of higher interest and further damage in the event of default remains unaffected.

2. The purchaser may offset against counterclaims or withhold payments only if these counterclaims are undisputed or have been legally established and results from the same contractual relationship.

3. The supplier is entitled to carry out outstanding deliveries or services against prepayment or security if, after the conclusion of the contract, he becomes aware of circumstances that are likely to significantly reduce the purchaser's creditworthiness and may have influence on his ability to fulfill the contractually regulated financial obligations (including other individual orders for which the same framework agreement applies).

VI. Reservation of proprietary rights

1. The delivered items (reserved goods) remain our property until all claims to which we are entitled have been met. If the value of all security rights, to which we are entitled exceeds the amount of all secured claims by more than 10%, we will release a corresponding part of the security rights at the request of the purchaser. We are entitled to choose between different security rights when releasing them.

2. Should the delivered item be resold to a third party, the purchaser transfers his rights and financial obligations to the said third party, without the need for any further special declarations. The cession includes all balance claims, but only up to the amount corresponding to the price of the delivered entity. The portion of the claim assigned to us is to be satisfied in the first place. Until further notice, the purchaser is authorized to collect the claims assigned to us and will immediately forward payments made. In certain cases, especially if a significant deterioration in the purchaser's creditworthiness shall come to our notice, we are entitled to revoke this authorization to collect. In addition, we can disclose the assignment of security after notification with a reasonable period.

3. Have the proprietary rights of the goods not been passed to the purchaser yet, he is obliged to treat the purchased item with utmost care. In particular, he is obliged to insure them adequately at replacement value at his own expense against: theft, fire and water damage. If maintenance and inspection work is to be carried out, the purchaser must perform it in good time, at his own expense. If the purchaser is not a specialist dealer and service workshop at the same time, the purchaser must inform us in writing of any necessary maintenance and inspection work. It shall then be carried out by us or by a third party commissioned by us. The purchaser bears the costs.

4. As long as the proprietary rights have not been passed yet, we are to be notified immediately in writing if the delivered item is seized or exposed to other interventions by third parties. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with paragraph § 771 ZPO, the purchaser is liable for the losses incurred.

5. Should the retention of title, the seizure or the assignment not be effective under the respective law of a country in which the purchaser is located, the legal regulations that come closest to the retention of title or the assignment in this country apply as agreed.

VII. Complaint and warranty

1. The purchaser is obliged to inspect the delivered item for defects immediately after receipt and inform us about them without delay in writing.

2. Claims for defects become statute-barred 12 months after dispatch or, upon collection, after receiving the notification of readiness for dispatch. The statutory limitation period applies to claims for damages in the event of intent and gross negligence on our part.

3. Should the goods show a defect, in spite of handling them with the utmost care, that had already been present at the time of the transfer of risk, we shall either repair or replace it at our discretion. We must always be given the opportunity to either carry out the necessary improvements or replace faulty items within a reasonable period of time. Prior to returning the goods our written permission is to be requested. If the subsequent repair attempt fails, the purchaser can - without prejudice to any claims for damages - withdraw from the contract or reduce the remuneration.

4. We shall reject complaints lodged due to insignificant or minor deviations from the agreed quality, or insignificant impairment of the usability. This also applies in case of natural wear and tear, as well as damage that had occurred after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable operating resources or due to special external influences. If improper repair work or changes are carried out by the purchaser or by a third party on his behalf, any claims for defects are deemed invalid.

5. Unauthorized subsequent improvements by the purchaser himself, or by third parties on his behalf, result in the loss of all claims for the defects. We shall not assume any costs of such adjustments without our prior written consent.

6. Used machines, devices or parts are sold under no guarantee. The statutory limitation period applies to claims for damages in the event of intent and gross negligence on our part.

7. Recourse claims remain unaffected by the above regulation without restriction. They shall apply to us as long as different arrangements have not been made by the purchaser with his customer.

VIII. Software

The purchaser is granted a non-exclusive right of the software's use intended only for the product delivered. Distribution, granting a third-party access to it, modification or expansion of the software are prohibited. All rights to the software remain with the seller, who is solely entitled to issue licenses or sub-licenses. The use of the software may only take place within the respective statutory provisions.

IX. Place of fulfilment, jurisdiction

1. The law of the Federal Republic of Germany shall apply exclusively to all legal transactions between the supplier and the purchaser, including the future ones. The UN Sales Convention (CISG) does not apply, unless otherwise agreed upon in writing.

2. The place of fulfillment and exclusive place of jurisdiction for all disputes arising from this contract is our place of business.

As of 07/2020