

§ 1 Applicability of these general terms and conditions

- 1.1 All of our deliveries, services and offers are conducted exclusively on the basis of the following general terms and conditions (hereinafter called "these Conditions"). Conflicting or deviating terms and conditions of the contractual partner shall only apply if they are explicitly accepted by a member of the management or an authorized representative. General terms and conditions of the contractual partner are non-binding even if their applicability has not been explicitly contradicted. A tacit acceptance of the general terms and conditions of the contractual partner by conclusive behavior is excluded. The valid regulations about a power of representation existing by law remain unaffected.
- 1.2 These conditions shall also apply to future relationships. They shall apply irrespective of whether they are referred to separately in individual cases.
- 1.3 Any regulations or supplements deviating from these Conditions must be made in writing. This does not apply to regulations that are agreed with members of the management or authorized representatives or other persons authorized by us to agree deviating regulations or amendments.
- 1.4 These Conditions apply only to entrepreneurs, not to consumers.

§ 2 Offer and conclusion of contract; Rights to our documents; Estimate of costs

- 2.1 Our offers are subject to confirmation and non-binding. A contract is only concluded when we accept the order of the contractual partner. The sending of a non-binding cost estimate by us shall under no circumstances constitute the conclusion of a contract with the contractual partner.
- 2.2 We may accept orders or commissions within one week after their receipt by us.
- 2.3 Unless otherwise agreed, we reserve ownership and copyright as well as all other property rights in offers, cost estimates, drawings, illustrations, descriptions and other documents and materials provided by us or third parties and made available to the contractual partner. The contractual partner may not make the named objects accessible to third parties either as such or according to their content without our explicit consent. Use of the aforementioned objects and documents as well as reproduction is only permitted to the extent that this is necessary for the conclusion or execution of contracts with us. The aforementioned documents and materials together with copies must be returned to us immediately at the expense of the contractual partner if a contract is not concluded or if they are no longer required for the further execution of the contract.

§ 3 Training services

- 3.1 We provide training services only on the basis of a separate agreement with the contractual partner. Insofar as we are entitled on the basis of separate agreements with the contractual partner to demand the participation of employees of the contractual partner in training events, the following provisions shall also apply.
- 3.2 We reserve the exclusive right of exploitation of all documents handed over to the contractual partner and/or the training participants named by him. The contractual partner and/or the training participants named by him are only entitled to use the training documents for their own purposes within the scope of the training purpose (non-exclusive right of use). Any disclosure to third parties requires our prior written consent.
- 3.3 The contractual partner is obliged to check the suitability of the employees selected by him for a training course. We are entitled to refuse training to such persons who are demonstrably unsuitable for training.

§ 4 Prices and terms of payment; Rights of set-off and retention; Advance payments

- 4.1 Unless otherwise agreed, our prices apply „ex works“. Transport and packaging are not included in the price, but will be invoiced separately.
- 4.2 The statutory VAT is not included in our prices. It shall be charged at the rate stipulated by law on the day of invoicing and shown separately insofar as our delivery is subject to VAT. In the case of foreign business transactions, the contractual partner shall bear the charges and fees incurred for the transfer to the recipient country, in particular customs duties, and the statutory charges and/or fees in the recipient country itself. Insofar as we ourselves are initially called upon to pay levies and/or fees in foreign transactions, the contractual partner shall reimburse us for these.
- 4.3 We only grant discounts on the basis of a separate agreement.
- 4.4 The contractual partner shall only be entitled to set off such claims to which he is entitled which have been legally established or are undisputed. The same applies to the assertion of a right of retention.
- 4.5 If it is necessary for the provision of our services to the contractual partner that we provide advance services (e.g. procurement of materials, planning services), we shall be entitled to demand advance payments to an appropriate extent for these advance services. Our rights according to sec. 321 German Civil Code remain unaffected.

§ 5 Delivery time and delivery delays

- 5.1 Compliance with the delivery time stated by us requires the timely receipt of all documents to be supplied by the contractual partner, other information as well as any possibly necessary approvals and releases. This also applies to advance payments made by the contractual partner. If these Conditions are not fulfilled in time for reasons for which we are not responsible, the delivery periods shall be extended by a reasonable amount.
- 5.2 Operational disruptions due to force majeure, strikes or lockouts for which we are not responsible, or shortages of operating or raw materials shall entitle us to withdraw from the contract not yet fulfilled if the aforementioned circumstances make the deliveries or services not only temporarily impossible and, moreover, were not recognizable at the time the contract was concluded.
- 5.3 We reserve the right to timely and correct self-delivery.
- 5.4 If we are in default with a delivery or service or if a delivery or service becomes impossible for us, a claim for damages by the contractual partner shall be limited in accordance with § 10 of these Conditions.
- 5.5 The contractual partner is not entitled to withdraw from the contract due to delays in delivery for which we are not responsible. If the contractual partner is entitled to a right of withdrawal due to a delay in delivery for which we are responsible, he shall, at our request, declare in writing within a reasonable period of time whether he wishes to withdraw from the contract or insists on delivery. If the contractual partner does not make a declaration within the reasonable deadline set, the contractual partner must set us a further reasonable deadline for the performance of our services and may only withdraw from the contract if this deadline has also elapsed fruitlessly.
- 5.6 Insofar as it has been agreed with the contractual partner that our services are not to be rendered at a fixed date but within a specific period, we shall be entitled to deliver or render our services before the expiry of the period. Insofar as a fixed delivery date has been agreed with the contractual partner, we shall be entitled, after having notified the contractual partner of this within a reasonable period of time prior to the delivery or performance of the services, to deliver or perform the service prematurely within reasonable limits. This shall not apply if, for reasons recognizable to us, the delivery or service can only be made on the agreed date.

§ 6 Passing of risk

- 6.1 Delivery shall be made „ex works“ unless otherwise agreed.
- 6.2 The risk shall in any case pass to the contractual partner if he is in default of acceptance with regard to the delivery or service in question.
- 6.3 At the request of the contractual partner, we shall take out a transport insurance for the delivery items. The costs for this shall be borne by the contractual partner. The contractual partner shall establish all the prerequisites necessary for installation and/or assembly.

§ 7 Execution of the delivery; Default of acceptance; Engagement of third parties

- 7.1 Partial deliveries may be made insofar as they are reasonable for the customer. This also applies to customary excess or short deliveries.
- 7.2 Unless otherwise agreed, we shall select the packaging and the shipping method at our dutiful discretion in the event of shipping.
- 7.3 Transport packaging, sales packaging and secondary packaging which, after use, are typically not generated as waste by private final consumers or for which system participation is not possible due to system incompatibility pursuant to No. 3 (4) sentence 3 of Annex I of the Packaging Ordinance or § 7 (5) of the Packaging Act, and sales packaging of pollutant-containing products shall be returned to the place of transfer of risk pursuant to § 6.1 of these Conditions at the cost of the contractual partner. Section 15 (2) sentence 1 of the Packaging Act shall remain unaffected.
- 7.4 The unloading and discharging of the goods is in any case the responsibility of the buyer.
- 7.5 In the case of deliveries in tankers and demountable tanks, the recipient must ensure that his tanks or other storage containers are in perfect technical condition and arrange for the filling lines to be connected to his receiving system on his own responsibility. Our obligation is limited to the operation of the vehicle's own equipment.
- 7.6 The foregoing provisions shall apply accordingly in the case of deliveries by third party transport companies to the extent that the seller's liability could be derived from their conduct. The liability of these third parties shall remain unaffected.
- 7.7 If the contractual partner is in default of acceptance or violates other cooperation obligations, we shall be entitled to all statutory claims for damages and reimbursement of additional expenses in the full amount.
- 7.8 We are entitled to use the services of third parties for the fulfillment of our obligations.

§ 8 Claims for material defects

- 8.1 All information regarding our delivery items or other services are quality specifications and no guarantees. If we render our deliveries or services on the basis of a functional specification, the owed quality of our delivery or service shall be conclusively described thereby. Without special agreement, our deliveries and services comply with the regulations applicable in Germany and the rules of technology recognised in Germany.
- 8.2 The contractual partner may not reject a delivery due to insignificant defects. Deviations customary in the trade do not constitute a defect.
- 8.3 The contractual partner is obliged to carefully inspect the delivery item immediately after delivery. This shall also apply if we deliver to third parties at the request of the contractual partner. The delivered items shall be deemed approved if a defect which could have been discovered by careful examination is not notified immediately. If the defect was not recognizable upon careful examination, the period for timely written notification of defect shall run from the time of discovery. The contractual partner is obliged to accept our deliveries and to store the corresponding data in such a way that with view to any complaint by a customer of the contractual partner the reclaimed items can be directly attributed to our delivery. The contractual partner shall make this information available to us.
- 8.4 The contractual partner must give us the opportunity to examine a defect immediately and during normal business hours within reasonable limits. Upon request, the contractual partner shall send us the goods complained of for the purpose of examination at his own expense. Should our delivery be defective, we will reimburse the shipping costs. In the event of a culpably false notice of defects, the contractual partner shall be liable for any resulting damage incurred by us.
- 8.5 We shall not be liable for defects caused by the improper handling of the goods supplied by us by the contractual partner or by third parties.
- 8.6 In the event of a material defect, we shall be obliged, at our option, to deliver a defect-free item or to remedy the defect (subsequent performance). Within the framework of subsequent performance, we shall be obliged to bear all necessary expenses, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the purchased item has been taken to a place other than the original place of delivery or dispatch. This shall not apply if the transfer to another location corresponds to the intended use of the delivery item. If we choose subsequent performance in the form of subsequent delivery, the defective delivery items shall be returned to us carriage paid, whereby the contractual partner shall be obliged to choose the cheapest mode of shipment.
- 8.7 If the supplementary performance fails, the contractual partner is entitled, at his discretion, to withdraw from the contract, reduce the purchase price or demand damages instead of performance or reimbursement of futile expenses. The contractual partner shall not be entitled to claims for damages instead of performance or reimbursement of futile expenses due to insignificant defects. The existence of insignificant defects does not entitle the contractual partner to withdraw from the contract. Subsequent performance shall be deemed to have failed if we are unable to remedy the defect within a reasonable period to be set by the contractual partner, if two attempts by us to remedy the defect fail, if we seriously and finally refuse subsequent performance or if the subsequent performance is unreasonable for the customer. The rights to which we are entitled under § 275 BGB to refuse subsequent performance in a particular form shall remain unaffected.
- 8.8 If, due to the failure of subsequent performance, the contractual partner is entitled, on the one hand, to demand further subsequent performance from us and, on the other hand, to assert his statutory rights instead, we may request the contractual partner to exercise his rights within a reasonable period of time. The contractual partner must inform us of his decision in writing. Decisive for compliance with the deadline is the receipt of the written declaration of the contractual partner by us. If the contractual partner does not exercise his rights in due time, he may only assert them, in particular the right to withdraw from the contract or to claim damages, if a new reasonable period to be determined by him for subsequent performance has expired unsuccessfully.
- 8.9 The contractual partner's right of recourse against us pursuant to sec. 445a BGB (recourse of the seller) shall only exist insofar as the contractual partner has not entered into any agreements with his customer that go beyond the statutory warranty claims.
- 8.10 Claims for material defects against us shall become statute-barred within one year after delivery to the contractual partner or to a third party designated by the contractual partner, subject to the following exceptions. This does not apply if the law pursuant to sec. 438 (1) No. 2 and sec. 634a (1) No. 2 BGB prescribes longer periods. The statute of limitations according to this provision shall also apply to claims for damages due to the delivery of a defective item. Excluded from this are claims for damages due to intent or gross negligence as well as claims due to injury to life, body or health.
- 8.11 Sec. 478 BGB remains unaffected.

§ 9 Liability for defects of title

- 9.1 If we are liable for defects of title of the delivered items, subsequent performance in the form of the acquisition of the respective rights by us, the conclusion of a license agreement with the holder of the rights or the reasonable modification of the delivered item for the contractual partner, which excludes an infringement of rights, shall take the place of subsequent delivery or subsequent improvement. We shall be entitled to choose between these forms of subsequent performance.
- 9.2 In the absence of a special agreement, the legal situation in Germany is decisive for the existence of a defect of title.
- 9.3 Otherwise, the provisions for material defects in § 8 of these Conditions shall apply accordingly.

§ 10 Limitation of claims for damages

- 10.1 We shall be liable for intentional and grossly negligent conduct of our organs and vicarious agents as well as for damages resulting from injury to life, body or health irrespective of the degree of fault.
- 10.2 Furthermore, we shall be liable for slight negligence on the part of our executive bodies and vicarious agents in the event of impossibility of performance, delay in performance, non-compliance with a guarantee or the breach of any other material contractual obligation. Essential contractual obligations are those whose fulfillment is essential for the proper execution of the contract and on whose observance the contractual partner may regularly rely. In such cases, our liability shall be limited to damages typical of the contract which we could reasonably have expected at the time of conclusion of the contract.
- 10.3 Any liability on our part exceeding the liability according to § 10.1 and § 10.2 of these Conditions – for whatever legal reason – is excluded. This applies in particular to all claims based on breach of contractual obligations and to claims arising from tort.
- 10.4 All limitations of liability pursuant to § 10.1 to § 10.3 of these Conditions shall also apply in favour of our executive bodies and vicarious agents.

§ 11 Retention of title

- 11.1 We reserve title to all goods delivered within the framework of a purchase contract until all claims arising from the business relationship with the contractual partner have been settled, in particular until any current account balance has been settled (balance reservation). In the event of breach of contract by the contractual partner, in particular default in payment, we shall be entitled to withdraw from the contract after a reasonable period has elapsed to no avail and to take back or seize items delivered by us. After taking back one or more items delivered, we shall be entitled to re-lease them; the proceeds of such realization shall be credited against the contractual partner's liabilities – less reasonable realisation costs.
- 11.2 The contractual partner is obliged to keep the delivery item in safe custody for us and to treat it with care.
- 11.3 In the event of attachments or other interventions by third parties, the contractual partner must inform us immediately in writing so that we can assert the legal remedies available to secure our property as quickly as possible.
- 11.4 The contractual partner is entitled to resell the delivery item in the ordinary course of business, but not to assign it as security or pledge it. Already now he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claims accruing to him from the resale against his customers or third parties. The assignment serves to secure our claim to the same extent as the retention of title according to § 11.1 of these Conditions. The contractual partner remains authorised to collect these claims even after assignment. However, we shall be entitled to collect the claims ourselves if the contractual partner does not meet its payment obligations, is in default of payment, an application is made for the opening of insolvency proceedings or the contractual partner ceases payments. In such cases, we may revoke the authorization to collect payment. In addition, we may demand that the contractual partner informs us immediately of the assigned claims and its debtors, makes available to us a written declaration of assignment and makes available to us all information and documents required for collection of the claim.
- 11.5 If the delivery item is inseparably mixed or blended with other items not belonging to us, we shall acquire co-ownership in accordance with the ratio of the value of the items belonging to us (final invoice amount including VAT) to the value of all mixed or blended items. If the mixing or blending takes place in such a way that the object of the contractual partner is to be regarded as the main object, it shall be agreed that the contractual partner transfers to us pro rata co-ownership. The contractual partner shall keep the items in our sole or co-ownership in safe custody for us.
- 11.6 The contractual partner also assigns to us all claims against his customer or third parties arising from the connection of the delivery item with a piece of real estate in order to secure our claims. § 11.4 of these Conditions shall apply accordingly.
- 11.7 We undertake to release the securities to which we are entitled at the request of the contractual partner to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10 %. We are entitled to select the securities to be released.

§ 12 Data protection

- 12.1 If the contractual partner provides us with personal data within the meaning of Art. 4 No. 1 of the General Data Protection Regulation (GDPR), the contractual partner shall bear the legal responsibility for ensuring that the transfer to us and our use within the framework of the contractual relationship existing with the contractual partner are lawful.
- 12.2 The contractual partner shall provide us with appropriate evidence upon justified request. This applies in particular if affected persons within the meaning of Art. 4 para. 1 GDPR or the data protection authority request such information and evidence from us.
- 12.3 Our data protection information is attached to these Conditions. The contractual partner shall, if necessary, familiarize the persons concerned, whose data he has transmitted to us, with the contents of the data protection information.

§ 13 Final provisions

- 13.1 All legal relationships arising in connection with the conclusion, execution or termination of this contract shall be governed by the substantive law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 13.2 Place of performance is Hamburg.
- 13.3 The exclusive place of jurisdiction for all legal disputes is Hamburg.
- 13.4 § 13.2 and 13.3 of these Conditions apply only to merchants, legal entities under public law and special funds under public law.
- In the event of discrepancies between the German and English version of these Conditions, the German version shall prevail.