

GENERAL TERMS OF PURCHASE AND DELIVERY

Peter Feckl Maschinenbau GmbH

I.

General - Validity of terms

1. The general terms of purchase and delivery (GTPD) of Peter Feckl Maschinenbau GmbH (hereinafter referred to as Supplier) will govern all current and future business relations.

Unless expressly agreed in writing, differing, contradictory or complementary general business terms - even if known - must not be treated as part of the Agreement.

2. **Consumers** as per the GPDT are natural persons with whom the company establishes business relations that involve no commercial activity or self-employment.

Entrepreneurs as per the GPDT are individuals or legal entities or partnerships with legal capacity with whom/which the company establishes business relations and who/which exercise commercial professional activity or are self-employed.

Customers as per the GPDT comprise both consumers and entrepreneurs.

II.

Conclusion of an agreement and delivery

1. Our offers are non-binding. We reserve the right to make technical changes, to modify the form, the colour and/or the weight as well as make short or excess deliveries with regard to an order quantity without prior notice providing such changes are reasonable to expect.
2. By ordering any goods, the Customer assumes an obligation to purchase these goods. The Supplier has the right to accept the offer of the agreement included in the order within two weeks after the Supplier receives it. The Supplier can acknowledge the acceptance either in writing or by delivering the goods to the Customers.
3. The agreement will be signed with a proviso that the supplier's subcontractors should deliver the goods to the Supplier in a proper and timely manner. This applies if the Supplier is not liable for a failure to deliver the goods, in particular if an adequate covering transaction is signed with the supplier's subcontractors. The Customer must be immediately informed that the goods are unavailable. Any counter-performance must be refunded without delay.
4. a)
Unless otherwise agreed, the Supplier's delivery dates are not binding.

b)
Unforeseen breakdowns, delayed deliveries, failures by suppliers to make deliveries, shortages of labour, energy or raw materials, strikes, lockouts, difficulties in acquiring means of transportation, traffic hold-ups, official decrees and acts of God exempt the concerned party from the obligation to deliver or accept the goods for the period of the

disturbance and to the extent of its effect. Should the delivery or acceptance be delayed for more than a month as a result of the above, each party will be entitled to refuse to deliver or accept the goods due to the disturbance with no further claims.

III. Terms of payment

1. Invoices submitted by the Supplier must be paid after receipt of the goods within the periods stated overleaf starting from the invoice date. After expiry of this period, the Customer falls into arrears.
2. In case of default, the Consumer shall - for the period of the default - pay 5 % interest on the debt above the base rate of interest determined by the European Central Bank. During a default, the Entrepreneur shall pay 8 % interest on the debt above the base rate. With regard to the company, we reserve the right to assert that the delay has caused larger damage and to provide proof thereof.
3. The Customer will only be entitled to compensation provided that their counter-claims are found to be legally valid and acknowledged by us.
The Customer can exercise a right of retention only if their counter-claim is based on the same contractual relations.
4. If the goods are delivered by instalments, each consignment must be paid for in accordance with the aforementioned terms.
5. All claims filed by the Supplier against the Customer will be effective immediately if insolvency proceedings are initiated with regard to the Customer's property, or if this property is under threat of foreclosure. In that case, granted rebates, discounts etc. are deemed invalid; prices stated in the invoice must then be paid fully.

IV. Dispatch and transfer of risk

1. If the Customer is an entrepreneur, the risk of accidental loss and accidental damage to the goods is transferred to the Customer along with the transfer of goods, or if the purchase is sent by mail - at the time the goods are delivered to the forwarding agent, the carrier or the person or the lawyer assigned to execute the dispatch.
2. If the Customer is a consumer, the risk of accidental loss or accidental damage to the purchased goods is transferred to the Customer only after the goods have been handed, even if the purchase is sent by mail.
3. The goods will be deemed to have been handed over should the Customer delay the acceptance.
4. The Customer shall cover packaging and freight costs.

**V.
Reservation of title**

1. When signing agreements with consumers, we reserve the title of goods until the purchase price has been fully paid. When signing agreements with entrepreneurs, we reserve the title of goods until all claims arising from the current business relations have been fully met.
2. As long as we hold the title of goods, the Customer shall treat the goods with care. Should there be a need for maintenance and inspection, the Customer shall carry these out regularly at their own expense.
3. During the period of title retention, the Customer shall immediately inform the Supplier about any third-party access to the goods, about any distraint and any damage to or loss of the goods. During the same period, the Customer shall inform us in case they pass the ownership of the goods to a third party or change their domicile.
4. The Supplier can cancel the Agreement and reclaim the goods should the Customer act in breach of the Agreement, in particular delay the payment or violate the obligation arising from this provision.
5. The entrepreneur can also resell the goods in the ordinary course of business. They already assign us all claims in the amount of the invoice total formed by reselling the goods to a third party. The Supplier hereby agrees to this assignment. We reserve the right to collect the debt ourselves once the Entrepreneur fails to carry out their payment obligations properly and falls into arrears.
6. If the Customer resells the goods purchased by the Supplier without processing these, the Customer shall hereby assign to the Supplier any claim which results from such reselling along with all main and ancillary rights, although up to the amount of the claim filed by the Supplier for this delivery. The Supplier hereby agrees to the assignment. During the period of title retention, the goods may be sold or transferred to a third party for safety only with the Supplier's consent. In the same way, the Customer may not assign claims that arise from reselling the goods to a third party in the initial or a processed state or to pledge the goods.
7. The Entrepreneur shall at all times process the goods on the Supplier's behalf. If items other than ours are processed, we will obtain co-ownership of these new goods based on the ratio between the value of the goods we have delivered and the rest of processed items. The same will apply if the goods are mixed with items other than ours.

**VI.
Guarantee**

1. If the Purchaser is an entrepreneur, we will provide guarantee against defective goods by repairing or replacing the goods at our option.
2. If the Purchaser is a consumer, they will have the option to choose whether the goods should be repaired or replaced. However, the Supplier has a right to refuse the type of chosen supplementary performance if it involves unreasonable costs, and if the other type of supplementary performance is expected to have no significant disadvantage for the Consumer.

3. Should the supplementary performance fail, the Customer can require lowering the payment (reduction) or cancelling the Agreement (withdrawal). Nevertheless, if the violation of the Agreement is insignificant, in particular if the goods have only minor defects, the Customer is not entitled to withdrawal.
4. Entrepreneurs shall advise us in writing of any obvious defects within two weeks after receipt of the goods; otherwise, the guarantee will not apply. If the defect is latent, the Entrepreneur shall communicate this to the Supplier in written form within a time limit of two weeks after the defect has been found. Sending a notification in due time will be enough to meet this deadline. Entrepreneurs shall assume the entire burden of proof for all qualifying conditions, in particular with regard to the defect itself, for the time of defect identification and for the timely notification about the defect.
5. If the Customer chooses to cancel the Agreement in case of defective title or material defects following failed supplementary performance, the Customer will thereby no longer be entitled to a claim for damages. Should the Customer choose to receive compensation for damages after failed supplementary performance, the goods will remain with the Customer if they consider this reasonable. The compensation for damages is limited to the difference in the purchase price and the value of defective goods. This provision will not apply if the Supplier violates the Agreement with fraudulent intentions.
6. The guarantee covers a period of 1 year for entrepreneurs starting from the delivery date. A limitation period of 2 years applies for consumers starting from the delivery date. For used goods, a limitation period of 1 year applies starting from the delivery date. This provision will apply only if the Entrepreneur notifies us of a defect in due time (cf. Point 4 of this provision).
7. If the Customer receives incomplete assembly instructions, we will be only responsible for the delivery of complete instructions. We will assume this commitment only if the incompleteness of the instructions will prevent assembling the goods properly.
8. The Supplier does not provide guarantee to the Customer in the legal sense. This does not affect the manufacturer's warranty.
9. We do not offer guarantee against defects which result from improper use, faulty assembly or commissioning, faulty or careless handling, normal wear or other detrimental effects, and for which the Supplier is not expected to compensate. Should the purchaser or a third party improperly modify or repair the goods shipped by the Supplier or do this without the Supplier's prior consent, the guarantee will be voided.

VII.

Other claims for damages/Limitation of liability

The Customer may file no claim for damages. Exceptions are damages arising from injury to life, body or health whereby the Supplier is liable for the breach of duty and other damages which result from the Supplier violating the duty deliberately or by gross negligence.

A breach of duty by the Supplier's legal representative or agent will be deemed equal to a breach of duty by the Supplier. Should the Supplier act in violation of their duty, the Customer will be entitled to cancel the purchase agreement in compliance with the law unless the purchased goods are found to be defective.

The aforementioned limitations of liability do not apply to claims filed by the Customer based on product liability. Neither do these limitations apply in case of non-attributable injury to body and health or in case of the Customer's death.

Claims for damages filed by the Entrepreneur due to a defect fall under the statute of limitations one year after the delivery of the goods. This does not apply if we are accused of gross negligence and in cases where injury to body and health or the Customer's death can be attributed to us.

XIII. Final clause, place of jurisdiction

1. The place of performance for all obligations arising from the business relationship or from the individual agreement will be the Supplier's place of business.
2. The Law of the Federal Republic of Germany will apply. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) will not apply.
3. If the Customer is a merchant, a legal entity incorporated under public law or holding public special assets, the exclusive place of jurisdiction for all disputes arising from this Agreement will be our place of business. The same applies if the Customer has no general place of jurisdiction in Germany, or the Customer's place of residence or domicile is unknown at the time when legal proceedings are instituted.
4. If individual provisions in the Customer Agreement including this GPDT are or become invalid in part or in full, this will not affect the validity of other provisions. A partly or fully invalid regulation must be substituted with another regulation of nearest economic outcome.