

EVE Ernst Vetter GmbH

General Terms & Conditions of Delivery

1. Validity

The Supplier's terms and conditions of delivery apply exclusively to all deliveries and services. These General Terms and Conditions of Delivery shall only apply if the Buyer is an entrepreneur (§ 14 BGB) [German Civil Code], a legal entity under public law or a special fund under public law. The Buyer's general terms and conditions of business shall not apply even if not expressly contradict again by the Supplier.

2. Offer and scope of delivery

- Our offers are subject to confirmation and non-binding. This shall also apply if we have provided the Buyer with catalogues, technical documentation (e. g. drawings, plans, computations, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve the right of ownership and copyrights.
- Unless otherwise agreed, the Supplier's written order confirmation shall be decisive for the scope of delivery. Supplementary agreements and changes require the Supplier's written confirmation.
- The Supplier reserves the unrestricted property rights and copyrights to cost estimates, drawings and other documents; they may not be made accessible to third parties. Drawings and other documents forming part of offers shall be returned to the Supplier immediately upon request if the order is not placed.

3. Prices and payment

- The prices are quoted ex works. The statutory value added tax at the applicable rate shall be added to the prices.
- Unless agreed otherwise in writing, shipping costs shall be borne by the Buyer.
- Unless agreed otherwise in writing, payments shall be made within 30 days of delivery to the Supplier's place of payment.
- Upon expiry of the aforementioned payment period, the Buyer shall be in default. The purchase price shall bear interest during the period of delay at the applicable statutory default interest rate. We reserve the right to assert further damages for delay. Our claim to the commercial maturity interest (§ 353 HGB) towards merchants remains unaffected.
- The Buyer may only set off against claims which are due, undisputed or have been legally established.

4. Delivery deadline and delay in delivery

- Adherence to an agreed delivery deadline presupposes the timely provision of all documents, approvals and releases to be supplied by the Buyer as well as the fulfillment of other obligations by the Buyer. If this is not the case, the deadline shall be extended accordingly, unless the Supplier is responsible for the delay.
- The delivery deadline shall be deemed to have been met if the object of delivery has left the Supplier's works or if readiness for dispatch has been notified by the end of the delivery deadline.
- The Supplier shall only be entitled to make partial deliveries if
 - the partial delivery can be used by the Buyer within the scope of the contractual purpose,
 - the delivery of the remaining ordered goods is assured and
 - the Buyer does not incur any substantial additional expenditure or additional costs as a result (unless the Supplier agrees to bear these costs).
- If non-compliance with the delivery deadline is due to force majeure, industrial disputes or other events beyond the Supplier's control, the delivery deadline shall be extended accordingly. The Supplier shall inform the Buyer of the beginning and the end of such circumstances as soon as possible.
- If the Supplier is in default, the Buyer may only withdraw from the Agreement if the Supplier is responsible for the delay and the Supplier has failed to meet a reasonable deadline given for delivery.
- At the Supplier's request, the Buyer shall be obliged to declare within a reasonable period of time whether the Buyer will withdraw from the Agreement due to the delay in delivery or insists on delivery.
- Further claims for default shall be governed exclusively by Paragraph 7.

5. Transfer of risk and shipping

- At the latest, the risk shall pass to the Buyer upon dispatch of the delivery parts, even if partial deliveries are made or the Supplier has assumed other services, e. g. shipping costs or delivery.
- If dispatch is delayed due to circumstances for which the Buyer is responsible, the risk shall be transferred to the Buyer from the day of readiness for dispatch.
- At the request of the Buyer, the Supplier shall insure the consignment at his own expense according to his instructions.
- The place of performance for all obligations arising from the contractual relationship is Kellern.

6. Rights in the event of defects

- The Buyer must check the deliveries and services immediately upon receipt to see whether any defects exist. If defects are detected, these must be reported in writing immediately, at the latest 10 days after arrival at the place of destination. Hidden defects must be reported in writing immediately, at the latest 10 days after discovery.
- Defective parts of the delivery or service shall be repaired, re-supplied new or replaced new at the Supplier's option.
- The Buyer shall give the Supplier the necessary time and opportunity to perform all repairs and replacement deliveries deemed necessary by the Supplier. Otherwise, the Supplier shall be exempted from liability for the resulting consequences. Only in urgent cases of endangered operational safety or to prevent disproportionately large damage, whereby the Supplier must be notified immediately, shall the Buyer have the right to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Supplier. The right to self-execution does not exist if we would be entitled to refuse subsequent performance in accordance with the statutory provisions.
- If the subsequent performance has failed, or if a reasonable period of grace to be set by the Buyer for the subsequent performance has expired unsuccessfully, or is unnecessary

according to legal regulations, the Buyer can withdraw from the purchase agreement or reduce the purchase price. In the case of a negligible defect, however, there is no right of withdrawal.

- In the case of unsuitable or improper use, faulty assembly or commissioning by the Buyer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, chemical, electrochemical or electrical influences, no claims for defects shall exist unless they are the responsibility of the Supplier.
- If the Buyer or third parties perform improper modifications or repair work, there shall also be no warranty claims for these and the resulting consequences.
- The exclusion of liability shall also apply if the defect is attributable to a material supplied by the Buyer. Replaced parts shall become the property of the Supplier.
- Warranty claims fall under the statute of limitations after 12 months. In the case of injury to life, limb or health, intentional or grossly negligent breach of duty by the Supplier and fraudulent concealment of a defect, the statutory deadlines shall apply. Claims for damages on the part of the Buyer under the Product Liability Act shall also become subject to the statute of limitations only after the statutory periods of limitation.

7. Liability

- For damages that have not occurred to the object of delivery itself, liability is excluded, regardless of the legal reason.
- The exclusion of liability does not apply, however, in the case of intent or gross negligence, culpable injury to life, limb or health, in the case of defects that have been fraudulently concealed, in the case of the assumption of a guarantee or procurement risk, in the case of breach of essential contractual obligations (a major contractual obligation is an obligation, the fulfillment of which makes the proper execution of the Agreement possible in the first place and on whose observance the Contractual Partner regularly relies on and may trust) or in the case of defects of the object of delivery, insofar as liability is assumed in accordance with the Product Liability Act for persons or property damage to privately used items.
- In the case of culpable breach of major contractual obligations (a major contractual obligation is an obligation whose fulfillment makes the proper execution of the contract possible in the first place and on whose observance the contractual partner regularly relies on and may trust), the claim for damages in the case of slight negligence is limited to the contract-typical, reasonably foreseeable damage.
- In the case of a breach of ancillary contractual obligations, such as obligations to provide information and advice, Paragraphs 6. and 7. shall apply accordingly.
- Insofar as the Buyer is entitled to claims for damages, these shall fall under the statute of limitations in accordance with Paragraph 6.h. as shall the warranty for defects.

8. Retention of title

- Until full payment of all our present and future claims arising from the Purchase Agreement and a current ongoing business relationship (secured claims) has been made, we reserve title to the sold goods.
- The goods subject to retention of title may neither be pledged to third parties nor assigned as security before complete payment of the secured claims. The Buyer shall inform us immediately in writing if an application for the opening of insolvency proceedings is filed or in as far as third parties seize the goods belonging to us (e. g. seizures).
- In the event of a breach of contract by the Buyer, in particular in the event of non-payment of the due purchase price, we shall be entitled to withdraw from the Agreement in accordance with the statutory provisions or/and to demand return of the goods on the basis of the retention of title. The demand for surrender does not at the same time include the declaration of withdrawal; rather we are entitled to only demand the return of the goods and reserve the right to withdraw from the Agreement. If the Buyer does not pay the due purchase price, we shall only be entitled to assert these rights if we have previously set the Buyer an appropriate deadline for payment without success or if such a deadline is not essential according to the statutory provisions.
- Until revoked, the Buyer is entitled under (g) below to continue reselling and/or processing the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
 - The retention of title extends to the products resulting from the processing, mixing or combination of our goods at their full value, whereby we are regarded as the manufacturer. If, in the case of processing, mixing or combination with goods of third parties, they retain their ownership rights, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
 - The claims against third parties arising from the resale of the goods or the product are hereby already assigned to us by the Buyer as security in their entirety or in the amount of our possible co-ownership share in accordance with the preceding paragraph. We accept the assignment. The obligations of the Buyer mentioned in Paragraph 2 shall also apply in consideration of the assigned claims.
 - In addition to us, the Buyer remains authorised to collect the claim. We shall be obliged not to collect the claim as long as the Buyer fulfils his payment obligations to us, there is no defect in his performance and we do not assert the retention of title by exercising a right in accordance with Paragraph c. However, if this is the case, we can demand that the Buyer informs us of the assigned claims and their debtors, provides us with all information necessary for collection, hands over the associated documents and informs the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the Buyer's authority to sell and process the goods subject to retention of title.
 - If the achievable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the Buyer's request.

9. Place of jurisdiction and applicable law

- For all disputes arising from the contractual relationship, legal action shall be brought before the court responsible for the Supplier. The Supplier is also entitled to sue at the head offices of the Buyer.
- This agreement is subject to the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Insofar as this does not contain any regulations, the law of the Federal Republic of Germany shall apply to the exclusion of international private law.