

General Terms and Conditions of Purchase

§ 1 General

1. The General Terms and Conditions of Purchase shall apply to all contracts concluded between Jürgen Klose Industrietechnik GmbH as principal and an agent (supplier). This shall also apply if Jürgen Klose Industrietechnik GmbH does not expressly refer to the Terms and Conditions of Purchase in subsequent contracts.
2. With the first delivery to these terms and conditions of purchase the contractor acknowledges their exclusive applicability also for all contracts, even if the validity of our terms and conditions of purchase is not referred to again.
3. Any terms and conditions of delivery of the Contractor conflicting with or deviating from these Terms and Conditions of Purchase shall not become an integral part of the contract. General terms and conditions of the contractor shall not apply vis-à-vis Jürgen Klose Industrietechnik GmbH even if the latter has not expressly objected to them. The unconditional acceptance of deliveries or order confirmations does not imply any agreement with the general terms and conditions of the contractor.

§ 2 Offers and Acceptance

1. Unless expressly agreed otherwise, the Contractor shall submit its offer free of charge. The offer shall comply with the specifications of an inquiry or request for quotation with respect to quantity specifications of an inquiry or invitation to tender, this shall be expressly referred to in the event of a deviation.
2. An inquiry or invitation to tender issued by Jürgen Klose Industrietechnik GmbH shall not be binding. Orders and commissions are binding if they are made in writing or confirmed in writing. They shall be confirmed by the contractor without delay. Orders shall be binding to Jürgen Klose Industrietechnik GmbH if they are confirmed in writing by the contractor within 14 days of receipt by the contractor, stating a binding delivery date. Unless otherwise agreed upon in the individual case.
3. Deviations in quantity and quality compared to the text and content of the order placed by Jürgen Klose Industrietechnik GmbH and subsequent amendments to the contract shall only be deemed to have been agreed only if expressly confirmed in writing by Jürgen Klose Industrietechnik GmbH. The effects, regarding additional or reduced costs, are to be settled by mutual agreement.
4. Drawings, tools, samples, models, trademarks, and layouts or similar as well as finished and semi-finished products provided by or manufactured on behalf of Jürgen Klose Industrietechnik GmbH shall remain the property of Jürgen Klose Industrietechnik GmbH and may only be supplied to third parties with expressly written permission. The same shall apply to products manufactured with such means of production, brands, and presentations. Subject to unless otherwise agreed in individual cases, production materials, trademarks and designs shall be returned to Jürgen Klose Industrietechnik GmbH immediately upon completion of the order and without any special request.

§ 3

Prices, invoicing, payment, and default of payment

- 1.** The agreed prices are in EURO (€) net plus the respective valid value added tax and apply shall - unless expressly agreed otherwise - including packaging, freight, and insurance as well as other insurance and other expenses.
- 2.** The agreed prices are fixed prices. Even in the event of a delivery or performance period of more than four months, unless the Contractor reduces its prices.
- 3.** If prices are agreed by weight, the net weight determined at Jürgen Klose Industrietechnik GmbH shall apply for the calculation.
- 4.** Invoices shall, if necessary for comprehension, be submitted separately with all related documents and data in proper form after delivery has been made. Invoices in the shipping package shall not be deemed to have been submitted separately and shall therefore not be decisive for Jürgen Klose Industrietechnik GmbH. Until a proper invoice has been submitted, Jürgen Klose Industrietechnik GmbH shall have the right to refuse performance. The actual quantities shall be decisive for the payment, weights, or other units on which the delivery is based as well as the agreed prices.
- 5.** Payment shall be made in the usual commercial manner at the discretion of Jürgen Klose Industrietechnik GmbH within ten days with three percent discount, within 30 days with two percent discount or within 60 days net, calculated from delivery and receipt of invoice.
- 6.** As far as certificates about material tests, goods test certificates, etc. are agreed, they form an essential part of the delivery and are to be paid together with the goods and shall be sent to Jürgen Klose Industrietechnik GmbH together with the delivery. The aforementioned documents must be submitted to Jürgen Klose Industrietechnik GmbH at the latest upon delivery after receipt of the invoice. The payment period shall not begin before the receipt of the agreed certificates.
- 7.** The payment of an invoice shall not be considered as a waiver of a notice of defects concerning the invoiced goods. In the event of defective delivery, Jürgen Klose Industrietechnik GmbH shall be entitled to withhold payment on a value-proportionate to the value until proper fulfillment.
- 8.** In case of advance payment, Jürgen Klose Industrietechnik GmbH shall be entitled to demand an appropriate security in the form of a bank guarantee of a recognized major German bank or savings bank.
- 9.** In the event of default in payment, the contractor shall only be entitled to withdraw from the contract after setting a deadline with the threat of refusal.
- 10.** Claims against Jürgen Klose Industrietechnik GmbH can only be assigned with their written consent.

§ 4

Delivery dates and delay in delivery

- 1.** The agreed delivery periods and dates are binding. They shall run from the date of the order. During the delivery deadline, the goods must be received at the place of receipt specified by Jürgen Klose Industrietechnik GmbH. The contractor is in default if the agreed delivery date has not been met. In the absence of an agreement, he shall be in default if he has not complied with the delivery time which is

reasonable and customary under the circumstances. In the event of default, the Contractor shall be obliged to compensate Jürgen Klose Industrietechnik GmbH for the damage compensation. In addition, Jürgen Klose Industrietechnik GmbH shall be entitled to withdraw from the contract and/or to claim damages from the contract. If delays are to be expected Klose Industrietechnik GmbH without undue delay and inform the latter of its decision on the continuation of the order. The unconditional acceptance of a delayed delivery does not constitute a waiver of the claims of Jürgen Klose Industrietechnik GmbH due to delayed delivery/service.

2. Jürgen Klose Industrietechnik GmbH shall not be obliged to accept the goods or services before the expiry of the obliged to accept the goods. In the event of premature delivery, it reserves the right to return the goods at the contractors at the expense of the contractor. If, in the event of premature delivery, the goods are not returned, they shall be stored until the agreed delivery date, the goods shall be stored by Jürgen Klose Industrietechnik GmbH at the cost and risk of the contractor. In the event of premature delivery, Jürgen Klose Industrietechnik GmbH further reserves the right to make payment only on the agreed due date.

3. If an acceptance is required, the contractor shall be in default without a reminder if he has not performed the service on the agreed date in such a way that acceptance cannot be refused, § 640 para. 1 sentence 2 BGB.

4. If the Contractor realizes that an agreed deadline cannot be met for any reason, they shall inform the Jürgen Klose Industrietechnik GmbH without delay, stating the reasons and the expected duration of the delay.

5. The Contractor may only invoke the absence of necessary documents to be supplied by Jürgen Klose Industrietechnik GmbH, only if he has sent a written reminder for the documents and has not received them within a reasonable period of time.

6. Force majeure shall release the contracting parties from their performance obligations for the duration of the disruption and the extent of its effect. The contracting parties shall be obliged to provide the necessary information without delay and to adjust their obligations to the changed circumstances in good faith. Jürgen Klose Industrietechnik GmbH shall be exempted from the obligation to accept the ordered delivery/service in whole or in part and shall be entitled to rescind the contract if the delivery/service is not accepted by Jürgen Klose Industrietechnik GmbH due to the delay caused by force majeure-taking into account economic is no longer usable.

7. Partial deliveries shall be inadmissible in principle, unless Jürgen Klose Industrietechnik GmbH has expressly agreed to them.

8. In the event of impossibility of delivery, Jürgen Klose Industrietechnik GmbH shall be entitled to demand compensation or to assert other warranty rights.

§ 5

Shipment and packaging

1. Costs of transport including packaging and all other ancillary costs shall be borne by the contractor, unless expressly agreed otherwise. If Jürgen Klose Industrietechnik GmbH bears the costs of freight, the Contractor shall use the mode of transport prescribed by Jürgen Klose Industrietechnik GmbH; otherwise the mode of transport most favorable to Jürgen Klose Industrietechnik GmbH.

2. The shipment takes place at the risk of the contractor. The risk shall pass to Jürgen Klose Industrietechnik GmbH only upon acceptance by the latter. Packaging is included in the price. If, by way of exception, something else has been agreed, packaging shall be charged at cost price.
3. The contractor shall choose the packaging specified by Jürgen Klose Industrietechnik GmbH and to ensure that the goods are protected from damage by the packaging. In the event of return, at least two thirds of the invoiced value shall be credited. The contractor's obligation to take back the packaging is governed by the statutory provisions.
4. The dimensions, quantities and quality shall be those determined during the incoming goods inspection. Quality inspection of Jürgen Klose Industrietechnik GmbH shall be decisive.
5. The contractor waives the objection of late notification of defects and unconditional acceptance.

§ 6 Warranty and liability

1. The contractor shall be liable for any form of breach of contract in accordance with the statutory provisions, unless otherwise stipulated in these terms and conditions.
2. The Contractor shall be obliged to ensure that the goods, including the presentation and labeling correspond to the specifications of Jürgen Klose Industrietechnik GmbH. The order of Jürgen Klose Industrietechnik GmbH shall be executed in a professional and appropriate manner in accordance with the state of the art. The agreed specification is an integral part of the order and can only be changed with the mutual consent of both parties. Any binding description of the scope of delivery or a drawing shall also be deemed to be a specification.
3. Jürgen Klose Industrietechnik GmbH shall be entitled to claim for defects or poor performance of the delivery - as soon as they are discovered in the ordinary course of business - at the latest however within ten working days after receipt of the delivery. Jürgen Klose Industrietechnik GmbH shall also inspect incoming goods for transport damage within ten working days after delivery.
4. In the event of delivery of defective goods, the contractor shall be given the opportunity for subsequent performance (rework/ subsequent delivery). The right to choose in this respect - also in the case of a contract for work and services - shall be vested in Jürgen Klose Industrietechnik GmbH. The Contractor shall have the option, under the conditions of § 439 para. 3 BGB (German Civil Code) to refuse the type of subsequent performance chosen by Jürgen Klose Industrietechnik GmbH. On the other hand, Jürgen Klose Industrietechnik GmbH shall be entitled to reduce the purchase price or to rescind the contract if it has first unsuccessfully set a reasonable deadline for subsequent performance. In urgent cases, Jürgen Klose Industrietechnik GmbH shall be entitled, after having notified to carry out the rectification itself or to have it carried out by a third party. The statutory provision on self-performance in the case of a contract for work and services, § 637 BGB, shall apply mutatis mutandis to the contract of sale. The contractor shall reimburse Jürgen Klose Industrietechnik GmbH for all expenses incurred. In addition, Jürgen Klose Industrietechnik GmbH shall be entitled to claim damages. This shall apply both in the event of a breach of a primary obligation and in the event of a breach of a secondary obligation. In the event of a claim for damages, the Contractor shall be obliged to pay to Jürgen Klose Industrietechnik GmbH for the damage incurred directly and/or indirectly as a result of a defect. This shall also include compensation for any consequential damage caused by a defect. In principle, the contractor shall only be liable for damages if he has culpably caused the damage. If the Contractor assumes a procurement risk and/or a guarantee, the Contractor shall be liable irrespective of fault.

5. The warranty period shall be two years from acceptance of the delivered items. It begins with the handover of the delivery item to Jürgen Klose Industrietechnik GmbH, or the third party named by Jürgen Klose Industrietechnik GmbH at the place of receipt. If acceptance dates have been agreed, the guarantee and warranty period shall commence with the successful acceptance. If the acceptance is delayed through no fault of the contractor, the warranty period shall commence at the latest one year after the delivery item has been accepted. The warranty period shall be extended accordingly if Jürgen Klose Industrietechnik GmbH is committed by its customers to longer warranty periods. If Jürgen Klose Industrietechnik GmbH itself on the basis of a recourse within the meaning of § 478 BGB, the periods regulated there shall apply.

6. In the event of defects of title, the contractor shall indemnify Jürgen Klose Industrietechnik GmbH against any claims of third parties. The statutory warranty period shall apply.

7. For parts repaired within the warranty period, the period of limitation shall recommence from the time when the supplementary performance was carried out.

8. If Jürgen Klose Industrietechnik GmbH incurs costs, in particular transport costs, as a result of the defective delivery or other bad costs, in particular transport, material and labor costs, the contractor shall reimburse these costs.

9. If a defect becomes apparent within six months from the transfer of risk, it shall be presumed that it was already existent at the time of the transfer of risk.

10. Insofar as Jürgen Klose Industrietechnik GmbH, as a result of a defect in the item or product delivered by the contractor, accepts a reduction in the purchase price or remuneration, or offers the respective end user compensation or reimbursement of expenses, the rights specified in § 437 BGB (German Civil Code) setting of a time limit. In these cases, the above-mentioned warranty period shall commence with the transfer of risk to the customer. The limitation period for the aforementioned claims shall commence at the earliest two months after the point in time at which Jürgen Klose Industrietechnik GmbH has fulfilled the claims. This limitation period shall end at the latest five years after the date on which the contractor has delivered the item or work has been delivered to Jürgen Klose Industrietechnik GmbH.

11. If Jürgen Klose Industrietechnik GmbH is held liable due to violation of official safety regulations or due to domestic or foreign product liability regulations or laws due to a defectiveness of the product which can be traced back to the goods of the contractor, Jürgen Klose Industrietechnik GmbH shall be entitled to claim compensation for this damage from the contractor, insofar as it is caused by the products supplied by him. If a defect occurs in a part supplied by the Contractor, it shall be assumed that the defect has arisen exclusively in the Contractor's area of responsibility.

§ 7

Warranty, property rights

1. The Contractor warrants and represents that all deliveries and services are in accordance with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, professional associations, and trade associations. If in individual cases deviations from these regulations are necessary, the Contractor must obtain written consent to this. The Contractor's warranty obligation shall not be limited by such consent. If the contractor has any reservations about the type and execution requested by us, he must inform the Jürgen Klose Industrietechnik GmbH in writing without delay.

2. The contractor guarantees and assures that all deliveries are free of industrial property rights of third parties.

3. The contractor is liable for the fact that no patents or other industrial property rights of third parties are infringed by his delivery and its utilization by Jürgen Klose Industrietechnik GmbH. He shall indemnify Jürgen Klose Industrietechnik GmbH and its employees from all claims arising from the use of such industrial property rights. This shall not apply insofar as the supplier has manufactured the goods supplied according to drawings, models or other equivalent descriptions or instructions and descriptions or arrangements and does not know or cannot know in connection with the products manufactured by him that industrial property rights are thereby infringed.

4. If the contractor is aware that his products are distributed by Jürgen Klose Industrietechnik GmbH in certain countries, the following shall apply in certain countries, the above provisions shall also apply to these countries.

§ 8 Supplier declarations

1. An essential part of the contracts concluded in accordance with these Terms and Conditions of Purchase is following the obligation to provide supplier declarations in accordance with VO/EG1207/01. If long-term supplier's declarations are used, Jürgen Klose Industrietechnik GmbH shall be notified of any changes in the of origin with the respective order confirmation without being asked.

2. If the supplier's declarations prove to be insufficiently informative or incorrect, Jürgen Klose Industrietechnik GmbH is therefore or for other reasons required by the customs authorities to submit an information sheet INF 4, Jürgen Klose Industrietechnik GmbH shall be obliged to do so immediately upon request, with error-free, complete, and customs-certified information sheets INF 4 on the origin of the goods without delay.

3. If Jürgen Klose Industrietechnik GmbH or its customers should be prosecuted by a customs authority on the grounds of incorrect own declarations of origin or if Jürgen Klose Industrietechnik GmbH or its customers suffer any other damage GmbH or its customers suffer any other pecuniary disadvantage as a result and the error is based on an incorrect declaration of origin by the contractor, the contractor shall be liable for this.

§ 9 Export Control

1. The contractor (supplier) shall be obliged to inform Jürgen Klose Industrietechnik GmbH about possible (re-)exports of its goods in accordance with German, European, US export and customs regulations as well as the export and customs regulations of the country of origin of its goods in its business documents. He is furthermore obliged to provide Jürgen Klose Industrietechnik GmbH all foreign trade data concerning its goods and their components in writing and to inform Jürgen Klose Industrietechnik GmbH immediately (before delivery of the goods concerned) of any changes in the above data in writing (before delivery of corresponding goods affected by this).

2. The contractor (supplier) shall provide Jürgen Klose Industrietechnik GmbH with the necessary declarations on export control, completed in full, signed and accompanied by the necessary documentation. The order shall not become effective until the fully signed declarations have been sent. Products which are subject to special export conditions must be declared in advance with indication of the list in which they are listed. (German Export List, the European Annex I, the European Annex IV to the EC Dual-Use Regulation or other relevant export lists). The Contractor guarantees that the information provided in the export control declarations is complete and correct. Should there be any changes in the future regarding the delivery items which change the export control classification of the goods, the Contractor shall immediately inform Jürgen Klose Industrietechnik GmbH of this change without delay.

3. The contractor (supplier) shall indemnify Jürgen Klose Industrietechnik GmbH against any claims or other sanctions arising from violations of export control law in connection with the delivery items.

§ 10 Safekeeping / Ownership

Material provided shall remain the property of Jürgen Klose Industrietechnik GmbH. It shall be stored separately as such and may only be used for orders placed by Jürgen Klose Industrietechnik GmbH. The contractor shall be liable for depreciation or loss even if he is not at fault. The items which are to be provided by Jürgen Klose Industrietechnik GmbH shall be returned to the contractor on a pro rata basis in accordance with the respective state of manufacture. The contractor shall keep these items in safe custody for Jürgen Klose Industrietechnik GmbH. Costs for the safekeeping of the items and materials held in custody by Jürgen Klose Industrietechnik GmbH are included in the purchase price.

§ 11 Business secrets

The contractor shall be obliged to keep orders placed by Jürgen Klose Industrietechnik GmbH and all related commercial and technical details as business secrets. The contractor shall keep secret all confidential information which he receives in connection with his order, protect it from unauthorized access by third parties and may not use it for its own purposes or for the purposes of third parties. Confidential information may only be used for the purpose of the order. The following shall be excluded from the obligation to maintain secrecy such confidential information which was already publicly accessible for the purpose of disclosure or becomes publicly accessible at a later point in time without violation of this agreement. Also excluded is such information which the Contractor is obliged to disclose by law or due to a legally binding court decision; disclosure shall then be reduced to a minimum. Even after completion of the order, the contractor is prohibited from disclosing any information provided by Jürgen Klose Industrietechnik GmbH or manufactured on its behalf by itself or via third parties; products made available by or on behalf of Jürgen Klose Industrietechnik GmbH, or to make them available and/or offer them for sale.

§ 12 Foreign Business

1. If the contractor has his branch abroad, the following shall apply to the relationship between the contractor and Jürgen Klose Industrietechnik. Jürgen Klose Industrietechnik GmbH shall be governed exclusively by German law.
2. The language of the contract shall be German. If the contracting parties use another language, the German wording shall have priority.

§ 13 Final Provisions

1. Any transfer of rights and obligations of the Contractor under the contract concluded with Jürgen Klose Industrietechnik GmbH shall require the prior written consent of Jürgen Klose Industrietechnik GmbH.

2. The place of performance for deliveries is the place of delivery or execution specified by us; for payments the place of performance is Bremen.

3. The place of jurisdiction for all disputes arising from the contractual relationship shall be the place of the registered office of Jürgen Klose Industrietechnik GmbH, insofar as the customer is a merchant, a legal entity under public law or a special fund under public law. The same shall apply if the contractor's general place of jurisdiction or if his place of residence or habitual abode is unknown at the time the action is brought. Jürgen Klose Industrietechnik GmbH shall also be entitled to sue before a court which also entitled to bring an action before a court which has jurisdiction over the plaintiff's registered office or a branch office.

4. These Terms and Conditions of Purchase and the entire legal relationship between Jürgen Klose Industrietechnik GmbH and its contractors shall be governed by the law of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

5. Should individual provisions of the contract with the customer, including these terms and conditions of purchase, be invalid or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially ineffective provision shall be replaced by a provision whose economic success of which comes as close as possible to that of the invalid provision.

Jürgen Klose Industrietechnik GmbH

General Terms and Conditions of Delivery and Payment

§ 1

General, scope of application

1. These General Terms and Conditions of Delivery and Payment shall apply vis-à-vis entrepreneurs within the meaning of § 14 of the German Civil Code (hereinafter referred to as "BGB"); entrepreneurs in this sense are natural or legal persons or partnerships with legal capacity with whom a business relationship is entered into and who are acting in the exercise of a commercial or self-employed professional activity.
2. The following general terms and conditions of delivery and payment shall apply to all offers and deliveries of Jürgen Klose Industrietechnik GmbH vis-à-vis entrepreneurs within the meaning of §§ 310 para. 1, 14 of the German Civil Code (hereinafter referred to as "BGB"); entrepreneurs in this sense shall be natural legal entities or partnerships with legal capacity with whom a business relationship is entered into and who are and who act in the exercise of a commercial or independent professional activity. The general terms and conditions of delivery and payment shall apply to all current and future business relations, even if they are not expressly agreed again.
3. Purchasing conditions of the acquirer or purchaser shall not become part of the contract. They are not recognized even if Jürgen Klose Industrietechnik GmbH does not expressly object to them again. At the latest upon receipt or acceptance of the goods and services supplied by Jürgen Klose Industrietechnik GmbH, the following terms of delivery and payment shall be deemed to have been accepted. Deviating agreements shall only be binding if they have been confirmed in writing by Jürgen Klose Industrietechnik GmbH.
4. The rights arising from this contract are not transferable.

§ 2

Offers, conclusion of contract, offer documents

1. All offers of Jürgen Klose Industrietechnik GmbH, whether made orally or in writing, shall be subject to made without engagement and are non-binding; they do not oblige Jürgen Klose Industrietechnik GmbH to delivery. With the order of the goods, the purchaser or customer bindingly declares to purchase the ordered goods or to place the order. Jürgen Klose Industrietechnik GmbH shall be entitled to accept the contractual offer contained in the order within two weeks of receipt. The acceptance can be declared either in writing or by delivery of the goods to the purchaser or customer. The scope of the contractually owed performance shall be exclusively determined by the order confirmation of Jürgen Klose Industrietechnik GmbH. The order confirmation of Jürgen Klose Industrietechnik GmbH shall be authoritative.
2. Conclusions with representatives shall be binding for the acquirer or principal but shall not be binding for Jürgen Klose Industrietechnik GmbH only by written confirmation.
3. Jürgen Klose Industrietechnik GmbH shall retain the sole ownership and copyright of all documents belonging to the offer. These documents may not be made accessible to third parties without the prior consent of Jürgen Klose Industrietechnik GmbH. If the order does not materialize, the documents shall be returned to Jürgen Klose Industrietechnik GmbH upon request. Prices for individual items as offers shall only be valid if the total order of this offer is placed. Drawings, photocopies, dimensions, weights, or other performance data are only binding if this is expressly agreed in writing.
4. If the customer orders the goods or receives the order by electronic means, Jürgen Klose Industrietechnik GmbH shall confirm receipt of the order without delay. The confirmation of receipt does not constitute a binding acceptance of the order. The confirmation of receipt can be combined with

the declaration of acceptance. If a consumer orders the goods electronically, Jürgen Klose Industrietechnik GmbH shall store the text of the contract and send it to the customer on request together with these terms and conditions by e-mail.

5. Changes in the design, the choice of materials, the specification and the type of construction shall be reserved by Jürgen Klose Industrietechnik GmbH to make changes to the design, choice of material, specification and type of construction changes do not contradict the order confirmation or the specification of the purchaser. The purchaser or customer agrees to modification proposals of Jürgen Klose Industrietechnik GmbH as far as these are reasonable for him.

§ 3 Pricing

1. The prices result from the order confirmation of Jürgen Klose Industrietechnik GmbH. Unless otherwise expressly agreed, they shall be understood to be ex works, excluding packaging and other shipping and transport costs as well as duty unpaid (abroad).

2. If Jürgen Klose Industrietechnik GmbH has undertaken the installation or assembly and unless otherwise agreed, the purchaser or customer shall bear all necessary ancillary costs, such as travel expenses, costs for the transport of the craftsmen and the personal luggage and allowances.

3. If, between the conclusion of the contract and the delivery of goods or services, the prices of the upstream suppliers of Jürgen Klose Industrietechnik GmbH, their costs (e.g. freight increases, wage and raw material price increases etc.) or their levies increase or are newly introduced, Jürgen Klose Industrietechnik GmbH shall be entitled to increase the price accordingly, unless the price has been expressly confirmed as a fixed price.

4. If Jürgen Klose Industrietechnik GmbH takes into account change requests of the purchaser or the customer, it shall be entitled to charge the customer or client for the additional costs incurred for this customer.

5. Value added tax shall be invoiced in accordance with the statutory provisions. Any increases in the rate of value added tax between order and delivery shall be borne by the acquirer or customer.

§ 4 Terms of payment

1. Deliveries, assembly services and other services are to be paid for within 14 days of receipt of the invoice - free of postage and charges. After expiry of this period, the acquirer or client shall be in default of payment without reminder.

2. The granting of discounts requires, in addition to an express individual agreement, the further condition that all previous invoices have been settled by that time. For the calculation of the cash discount the net invoice amount after deduction of discounts, freight and other external costs passed on shall be decisive.

3. Payments with bills of exchange or checks are not possible.

4. Jürgen Klose Industrietechnik GmbH shall be entitled, despite any provisions to the contrary, to make a discount on the invoice amount. The customer shall be entitled to set off payments against his older debts in the first instance, despite any provisions to the contrary by the customer or client.

5. The retention of payments or the set-off due to possible counterclaims of the purchaser to Jürgen Klose Industrietechnik GmbH shall not be permitted.

6. In case of non-compliance with the terms of payment by the acquirer or client (debtor), all outstanding claims shall become due immediately. Default in payment shall have no effect, subject to the provisions of the following § 5, the delay in payment shall result in the withholding of the delivery.

§ 5

Default in payment and credit unworthiness

1. In case of exceeding the agreed terms of payment (default) or in case of becoming aware of a check and/or protest of a bill of exchange, Jürgen Klose Industrietechnik GmbH is entitled to

- withdraw from all contracts and to claim damages for non-performance;
- to assert the agreed reservation of title and to take possession of the delivered goods (cf. following § 10);
- to demand securities and to realize securities provided;
- to declare all outstanding payments due and to make outstanding deliveries only against advance payment;
- to charge interest on arrears from the due date at a rate of eight percent above the base interest rate of the European Central Bank plus the value added tax applicable at that time;
- if necessary, to claim further damage caused by delay from the customer or the acquirer or client, as the case may be.

2. In the event of legal enforcement or the opening of insolvency proceedings against the assets of the acquirer or of the purchaser or client, all rebates, bonuses and discounts granted on unpaid invoices shall be forfeited.

§ 6

Delivery periods

1. Orders received shall be deemed accepted only upon written confirmation by Jürgen Klose Industrietechnik GmbH. Delivery periods and dates are always approximate. Delivery dates and deadlines, which can be agreed upon bindingly or non-bindingly, must be in writing.

2. Delivery periods which are not agreed with a specific delivery date shall commence on the date of the order confirmation of Jürgen Klose Industrietechnik GmbH. Delivery periods and delivery dates shall be deemed to have been met if, by the time they expire, the goods have left the place of readiness for dispatch have been notified.

3. Delivery periods and delivery dates shall be extended - without prejudice to the rights of Jürgen Klose Industrietechnik GmbH arising from default on the part of the purchaser or customer - shall be extended by the period by which the purchaser or customer is in default with his obligations to Jürgen Klose Industrietechnik GmbH arising from these or other contracts.

4. If Jürgen Klose Industrietechnik GmbH is in default of delivery, the purchaser or customer shall be entitled to demand contracting party may withdraw from the contract after the unsuccessful expiry of a reasonable grace period to be set by him or, in the event of damage caused intentionally or by gross negligence on the part of Jürgen Klose Industrietechnik GmbH, to claim damages. However, this shall be limited to additional expenses for a covering purchase made. Further claims do not exist, in particular the liability for slight negligence and liability according to § 287 BGB is excluded.

The limitation of liability for slight negligence shall not apply in the event of bodily injury or damage to health attributable to Jürgen Klose Industrietechnik GmbH or in the event of loss of life of the purchaser or customer attributable to Jürgen Klose Industrietechnik GmbH.

5. It is agreed that partial deliveries may be made unless this is expressly excluded in writing. For the payment of partial deliveries § 4 of these delivery and payment terms of payment.

§ 7

Dispatch, transfer of risk

1. The risk of accidental loss and accidental deterioration of the goods shall pass - in the case of deliveries without installation or assembly - upon handover, in the case of a sale by delivery to a place other than to the forwarding agent, the carrier or any other person or institution to carry out the shipment. The dispatch takes place - as far as not otherwise agreed - ex works.

2. If free delivery has been agreed, the risk of accidental loss and accidental deterioration of the goods sold shall pass to the customer upon arrival of the vehicle in front of the delivery address on the delivery address at ground level or at the location that can be reasonably reached by the vehicle. The purchaser or acquirer shall be obliged to provide the equipment or staff required for unloading, insofar as this is technically possible.

3. In the case of deliveries with installation or assembly, the risk of accidental loss and accidental deterioration of the goods shall pass to the Purchaser's own company on the day of takeover or use - irrespective of this possible the purchaser's or customer's own business or, if agreed, after a trouble-free trial run.

4. If the acquirer or client is in default of acceptance, this shall be deemed equivalent to handover.

5. If the goods are ready for shipment and the acceptance, the performance of the installation or assembly or erection or the taking over in the own works or the trial run is delayed for reasons for which the Jürgen Klose Industrietechnik GmbH, the risk shall pass to the purchaser upon receipt of the notification of readiness for dispatch to the purchaser or customer. Deliveries ready for dispatch shall be immediately, but at the latest within five working days after the date of notification of readiness for shipment. Otherwise, Jürgen Klose Industrietechnik GmbH is entitled to dispatch the material at its own discretion. If the loading or transport of the goods is delayed for a reason for which Jürgen Klose Industrietechnik GmbH is not responsible, the latter shall be entitled, but not obliged, at the expense and risk of the purchaser or customer and to the exclusion of liability, the goods at its own discretion and to charge the costs incurred to the purchaser or customer to take all measures deemed suitable for the preservation of the goods and to invoice the goods as delivered.

6. In the absence of specific instructions for shipment, shipment shall be effected at our best discretion, but without any obligation to choose the cheapest method of shipment. Jürgen Klose Industrietechnik GmbH shall be entitled to charge to the insurance at the expense of the purchaser or customer. Notification of damage immediately - at the latest immediately upon acceptance of the damaged goods by the customer - and must be confirmed in writing in a conclusive manner according to type and scope. With the handing over of the goods to the forwarder or carrier, at the latest, however, when the goods leave the factory or the warehouse, the goods are transferred to the purchaser or customer. This shall also apply if the delivery is made by vehicles of Jürgen Klose Industrietechnik.

7. Goods delivered by Jürgen Klose Industrietechnik GmbH shall only be accepted in perfect condition or in case of or only after prior agreement with carriage paid return. Voluntarily returned goods will be refunded depending on their condition less a cost share of at least 20 % value of the returned goods. The credit note will be issued after receipt and inspection of the goods at the premises of Jürgen Klose Industrietechnik GmbH. A return of custom-made goods or goods specially procured at the request of the purchaser or customer is excluded.

§ 8 Installation and assembly

1. If the installation or assembly is to be carried out by Jürgen Klose Industrietechnik GmbH, the Purchaser - unless otherwise agreed in writing - shall ensure the prerequisites for a proper installation and assembly in good time and at its own expense. This includes:

- a) the performance of all earthworks, construction work and other ancillary work not related to the industry, including the provision of the necessary skilled and unskilled workers, construction materials and tools;
- b) the provision of the items and materials required for installation and commissioning, such as scaffolding, lifting equipment and other devices, fuels, and lubricants;
- c) ensuring the supply of the assembly site with energy and water, including heating and lighting;
- d) the storage of machine parts, apparatus, materials, tools, etc., in appropriate dry and lockable rooms;
- e) the provision of adequate working and recreation rooms, including appropriate sanitary facilities for the assembly personnel; and
- f) the provision of protective clothing and protective devices required due to special circumstances of the assembly site.

2. Prior to the start of the installation work, the acquirer or customer shall provide the necessary information on the location of concealed electricity, gas and water lines or similar installations as well as the necessary static data.

3. Prior to the start of assembly or erection, the materials and objects required for the start of the work must be available on the site and objects required for the commencement of work must be available at the installation or assembly site and all preparatory work must have progressed to such an extent that assembly or erection can be commenced as agreed and carried out without interruption. Access routes and the installation or assembly site must be leveled and cleared.

4. If the installation, assembly, or commissioning is delayed due to circumstances for which Jürgen Klose Industrietechnik GmbH is not responsible, the acquirer or customer shall bear the costs for waiting time and additionally required travels of the assembly personnel.

5. The purchaser or customer shall inform Jürgen Klose Industrietechnik GmbH on a weekly basis about the duration of the working hours of the assembly personnel as well as the completion of the installation commissioning without delay.

6. If Jürgen Klose Industrietechnik GmbH demands acceptance of the delivery after completion, the purchaser or customer needs to do so within two weeks. If this does not happen, the acceptance shall be deemed to have taken place. Acceptance shall also be deemed to have been effected if the delivery is put into operation - if applicable agreed test phase - has been put into use.

§ 9

Liability for defects

For defects of the goods including the absence of warranted characteristics Jürgen Klose Industrietechnik GmbH shall provide a warranty in accordance with the following provisions.

- 1.** The warranty of Jürgen Klose Industrietechnik GmbH refers to a proper execution and to the use of flawless materials. In case of natural wear and tear, excessive in case of natural wear and tear, excessive stress and improper assembly, warranty is excluded.
- 2.** After execution of a possibly agreed or legally provided acceptance of the goods by the acquirer or the purchaser or customer is the complaint of defects that can be determined in the agreed type of acceptance shall be excluded.
- 3.** Jürgen Klose Industrietechnik GmbH shall initially provide warranty for defects of the goods, at its discretion by rectification of defects or replacement delivery.
- 4.** If the supplementary performance fails, the acquirer or customer may in principle at his discretion demand reduction of the remuneration (reduction) or cancellation of the contract (withdrawal). In the event of only a minor breach of contract, in particular in the event of only minor defects, the acquirer or client shall not be entitled to withdraw from the contract.
- 5.** Claims for defects on the part of the acquirer or client presuppose that the latter has fulfilled his obligations pursuant to § 377 the German Commercial Code (HGB) have been duly complied with. The full burden of proof for all prerequisites for claims, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defects. This shall also apply to complaints with regard to number of pieces, dimensions and weight.
- 6.** If the acquirer or client chooses to withdraw from the contract due to a legal or material defect after failed contract due to a defect in title or quality after subsequent performance has failed, he shall not be entitled to any defect. If the acquirer or client chooses compensation for damages after subsequent performance has failed, the goods shall remain with him if this is reasonable. The compensation for damages shall be limited to the difference between the purchase price and the value of the defective goods. This shall not apply if Jürgen Klose Industrietechnik GmbH has fraudulently caused the breach of contract.
- 7.** The warranty period is one year from delivery of the goods. This shall not apply if the acquirer or customer has not notified the defect in due time (cf. clause 6. of this provision).
- 8.** Regarding the quality of the goods, only the manufacturer's product description shall be deemed to be agreed. Public statements, recommendations or advertising by the manufacturer do not constitute a contractual description of the quality of the goods.
- 9.** If the customer receives faulty assembly instructions or faulty technical documentation, Jürgen Klose Industrietechnik GmbH shall only provide assembly instructions or technical documentation free of defects, and this only if the defect does not affect the proper assembly, if the defect prevents proper assembly or use of the workpiece in accordance with the contract.
- 10.** Guarantees in the legal sense are not given to the acquirer or customer by Jürgen Klose Industrietechnik. Manufacturer's warranties shall remain unaffected by this.

§ 10

Limitations of liability

1. In the case of slightly negligent breaches of duty, the liability of Jürgen Klose Industrietechnik GmbH is limited to the foreseeable, contract-typical, direct average damage. This also applies to slightly negligent breaches of duty by the legal representatives or vicarious agents of Jürgen Klose Industrietechnik GmbH. In case of slightly negligent violation of insignificant contractual duties Jürgen Klose Industrietechnik GmbH shall not be liable.
2. The aforementioned limitations of liability shall not apply to claims of the purchaser or client arising from product liability. Furthermore, limitations of liability shall not apply in the event of insufficient bodily injury or damage to health or in the event of loss of life of the purchaser or customer.
3. Claims for damages by the purchaser or customer due to a defect shall become statute-barred one year from delivery of the goods. This shall not apply if Jürgen Klose Industrietechnik GmbH can be accused of gross negligence, as well as in the case of attributable bodily injury or damage to health or loss of life of the purchaser or customer.

§ 11

Export Control

1. The customer is obliged to inquire with the local authorities of the country in which he is domiciled, the conditions under which the product ordered may be imported; the product must be declared by the customer to the competent authorities and any fees incurred must be paid by the customer. The Customer must check with the local authorities the possibility of importing and using the ordered products or services. The client is further to ensure that the technical characteristics specified by the manufacturer comply with the legal requirements of the country into which the goods are imported.
2. Before exporting goods in which products of Jürgen Klose Industrietechnik GmbH are installed, the customer (seller) shall obtain all necessary export licenses; he shall not sell the products directly or indirectly to companies, persons, or countries, if this would violate export control laws or export control laws or regulations.
3. The customer shall not be entitled to return goods or claim damages if he is refused an export license. Jürgen Klose Industrietechnik GmbH shall not be liable in the case of a violation of the law by the customer. The customer shall indemnify Jürgen Klose Industrietechnik GmbH from all claims or other sanctions that may be asserted against Jürgen Klose Industrietechnik GmbH due to violations of export control law in connection with the delivered goods.

§ 12

Retention of title

1. Until the fulfilment of the claims (including the balance of the current account), which Jürgen Klose Industrietechnik GmbH for any legal reason against the acquirer or customer now or in the future, Jürgen Klose Industrietechnik GmbH shall be granted the securities stipulated in the following clauses 2. to 9. which shall be released upon request at the discretion of Jürgen Klose Industrietechnik GmbH, if their value exceeds the claims of Jürgen Klose Industrietechnik GmbH by more than ten percent.
2. The goods shall remain the property of Jürgen Klose Industrietechnik GmbH, the processing or the assembly shall always be carried out for Jürgen Klose Industrietechnik GmbH as the manufacturer, but without any obligation for Jürgen Klose Industrietechnik GmbH. If the

(co-)ownership of Jürgen Klose Industrietechnik GmbH expires due to combination or mixing, it is already now agreed that the (co-)ownership of the purchaser or customer of the uniform object shall pass to Jürgen Klose Industrietechnik GmbH on a pro rata basis (invoice value).

- 3.** The purchaser or customer shall keep the (co-)ownership of Jürgen Klose Industrietechnik GmbH in safekeeping free of charge. Goods to which Jürgen Klose Industrietechnik GmbH is entitled to (co-)ownership are hereinafter referred to as reserved goods.
- 4.** The purchaser or customer shall be entitled to process and sell the goods subject to retention of title in the ordinary course of business. The claims arising from the resale, the processing or for any other legal grounds (insurance, tort) with regard to the goods subject to retention of title (including all balance claims from the current account) shall be assigned by the purchaser or the full extent to Jürgen Klose Industrietechnik GmbH, which accepts the assignment. All rights of retention of title of Jürgen Klose Industrietechnik GmbH (simpler, extended or current account reservation) shall not expire even if goods originating from Jürgen Klose Industrietechnik GmbH is acquired by another purchaser, as long as the latter has not paid Jürgen Klose Industrietechnik GmbH for the goods. This applies in particular to the sale in the context of affiliated companies.
- 5.** Jürgen Klose Industrietechnik GmbH shall revocably authorize the purchaser or customer to use the claims to collect the claims assigned to it for its account in its own name. It reserves the right to collect the claims itself as soon as the purchaser or customer fails to meet his payment obligations in an orderly manner, is in default of payment or is in arrears or an application for the opening of insolvency proceedings has been filed, or payments have been suspended. If this is the case, Jürgen Klose Industrietechnik GmbH may demand that the purchaser or customer informs Jürgen Klose Industrietechnik GmbH of the assigned claims, to provide all information required for collection, to hand over the relevant documents and inform the debtor (third party) of the assignment.
- 6.** In case of access of third parties to the goods subject to retention of title, the purchaser or customer shall be informed of the ownership of Jürgen Klose Industrietechnik GmbH.
- 7.** In order to secure the claims of Jürgen Klose Industrietechnik GmbH, the customer shall also assign to Jürgen Klose Industrietechnik GmbH the claims accruing to him through the combination of the goods with real estate against a third party.
- 8.** The customer shall be obliged to prevent access of third parties to the goods by Jürgen Klose Industrietechnik GmbH, e.g. in the event of seizure, as well as any damage to or destruction of the goods without undue delay. Insofar as the third party is not able to reimburse Jürgen Klose Industrietechnik GmbH for the judicial and out-of-court costs of a lawsuit in accordance with § 771 ZPO, the purchaser or customer shall be liable for the loss incurred by Jürgen Klose Industrietechnik GmbH. A change of ownership of the goods as well as his own change of domicile is to be notified without delay.
- 9.** In case of breach of contract by the purchaser or customer - in particular in case of default of payment - Jürgen Klose Industrietechnik GmbH shall be entitled to take back the goods subject to retention of title and, if applicable, Jürgen Klose Industrietechnik GmbH shall be entitled to demand the assignment of the purchaser's or customer's claims for return against third parties. In the taking back or seizure of the goods subject to retention of title by Jürgen Klose Industrietechnik GmbH. This shall not constitute a withdrawal from the contract.
- 10.** At the request of Jürgen Klose Industrietechnik GmbH, the purchaser or customer shall be obliged to name his purchasers, to inform him of the assignment, to provide Jürgen Klose Industrietechnik GmbH the information required to assert its rights against the customer and to hand over the necessary documents. Furthermore, Jürgen Klose Industrietechnik GmbH shall be entitled to inform the purchaser's or customer's customer of the assignment.

11. Insofar as Jürgen Klose Industrietechnik GmbH and the purchaser or customer agree on payment of the purchase price debt or any remuneration for work on the basis of the cheque/bill of exchange procedure, the reservation shall also extend to the redemption of the bill of exchange accepted by Jürgen Klose Industrietechnik GmbH and shall not expire when the check received is credited to the account of Jürgen Klose Industrietechnik GmbH.

12. The acquirer or client is obliged to treat the goods with care. If maintenance and inspection work is required, he shall carry this out regularly at his own expense. At Klose Industrietechnik GmbH at any time at the place where the goods subject to retention of title are stored and to provide adequate marking of the goods subject to be possible.

§ 13 Limitation

The claims of Jürgen Klose Industrietechnik GmbH for payment for the delivery of movable goods to be produced shall become statute-barred after five years.

§ 14 Final provisions

1. The transfer of rights and obligations of the purchaser or customer under this contract to a third party shall require the prior written consent of Jürgen Klose Industrietechnik GmbH.

2. Place of performance for delivery and payment is Bremen.

3. The place of jurisdiction shall be the place of jurisdiction responsible for the registered office of Jürgen Klose Industrietechnik GmbH, the purchaser or customer is a merchant, a legal entity under public law or a special fund under public law. The same shall apply if the acquirer or client does not have a general place of jurisdiction or if his place of residence or habitual abode is not known at the time of the action. Jürgen Klose Industrietechnik GmbH shall also be entitled to bring an action before a court of law which is responsible for the plaintiff's domicile or a branch office.

4. These terms and conditions of delivery and payment and the entire legal relationship between Jürgen Klose Industrietechnik GmbH and the customer shall be governed by the laws of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply. The language of the contract is German. If the contracting parties use another language, the German wording shall prevail.

5. The customer confirms that the order placed by him does not infringe any industrial property rights of third parties.

6. If a guarantee has been provided by Jürgen Klose Industrietechnik GmbH, the purchaser or customer shall not be entitled to make use of this guarantee at first call. A claim shall only be made after and upon presentation of a corresponding arbitration award.

7. Should individual provisions of the contract with the customer, including these terms of delivery and payment, be wholly or partly invalid, the validity of the remaining provisions shall not be affected. The wholly or partially ineffective provision shall be replaced by a provision whose economic success of which comes as close as possible to that of the invalid provision.

Jürgen Klose Industrietechnik GmbH