

The following **General Terms and Conditions of Sale** apply exclusively to customers who are not consumers. They apply to all offers, orders, order confirmations, deliveries and contracts of Weihe GmbH with or towards these customers.

The following terms and conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer only become part of the contract if and insofar as Weihe GmbH has expressly agreed to their validity. This requirement of consent applies in any case, even if Weihe GmbH carries out the delivery to the customer without reservation in the knowledge of the customer's general terms and conditions.

I Offers - scope of delivery

All offers made by Weihe GmbH are subject to change, i.e. they are only to be understood as an invitation to submit an offer. Unless otherwise agreed individually, the contract is only concluded by order confirmation or delivery. Representations and information used by Weihe GmbH in general documents or on its website are for information purposes only and do not constitute a guarantee.

2. the delivery shall only be insured at the customer's request against the risks to be named by the customer at the customer's expense.

Unless otherwise agreed individually, any agreement, amendment or supplement must be made in writing. This also applies to the cancellation of this written form requirement.

4. Weihe GmbH will notify the customer in writing of future amendments to these General Terms and Conditions, enclosing the amended version. The amended version applies to all contracts concluded after the amendment of the GTC. Insofar as these GTC also apply to continuing obligations, the customer can object within six weeks after receipt of the changes by the customer. After expiry of the objection period and if no objection is made, the amended GTC shall apply.

II Price and payment

Place of performance for all delivery obligations is 24161 Altenholz. All price quotations are always net and do not include the statutory value added tax. Shipping or transport costs as well as the usual handling charges of freight and air transport service providers, packaging and insurance costs, taxes and fees, in particular excise duties, fees for export registration with the BAFA (Federal Office of Economics and Export Control) and customs, are not included in the price quotations and are to be borne by the customer. Weihe GmbH is not obliged to point out the occurrence of such expenses. All offers are to be understood in such a way that the customer has to bear the aforementioned costs without the need for a separate agreement on this.

2. payment of the invoice amount must be made within 14 days of the invoice date without deduction. In the event of late payment by the customer, interest on arrears shall be charged at a rate of 9 percentage points above the base interest rate pursuant to Section 288 (2) of the German Civil Code (BGB).

3. The customer can only offset counterclaims if they have been legally established or are undisputed or are in a reciprocal relationship to the claim of Weihe GmbH (synallagmatic claims). A right of retention can only be asserted insofar as it is based on the same contractual relationship. Weihe GmbH can offset its counterclaims or have claims from third parties against its customer assigned to it and offset them.

III Delivery time and obstacles to delivery

1. the calendar week for delivery stated in an offer or an order confirmation of Weihe GmbH does not represent a fixed delivery date, insofar as it is not a delivery period agreed in an individual contract, but only describes approximately the period in which the delivery can be expected in the normal course of the contractual relationship. A fixed delivery period agreed within the framework of an individual agreement shall be deemed to have been met if the delivery item has been dispatched or made available for dispatch by its expiry and the customer has been notified of this. However, a fixed delivery period shall not

commence before the documents, approvals and releases to be procured by the customer have been provided and any agreed advance payment or down payment has been received.

2. a binding delivery period is extended appropriately - by a maximum of four months - in the event of unforeseen obstacles for which Weihe GmbH is not responsible, irrespective of whether these occur at Weihe GmbH or its suppliers. In particular, force majeure, industrial disputes, unforeseeable operational disruptions, production of rejects, delays in the delivery of materials or other unforeseeable events for which Weihe GmbH is not responsible are considered to be unforeseeable obstacles. In the case of orders which are subject to export control, unforeseeable events for which Weihe GmbH is not responsible also include delays in delivery which occur due to the processing time of the BAFA for the necessary applications, insofar as these do not occur through the fault of Weihe GmbH.

(3) In the case of delivery items which we do not manufacture ourselves, we reserve the right to timely and correct self-delivery, unless we are responsible for the delayed or incorrect delivery or non-delivery.

4. events of force majeure extend the delivery period appropriately and entitle us to withdraw from the contract in whole or in part in the event of an unforeseeable end to the delay in delivery. Force majeure shall be deemed to include industrial action, operational disruptions or other unavoidable events for which we are not responsible (unavailability of goods and services, e.g. due to epidemics, wars, terrorist attacks), which make delivery significantly more difficult or impossible for us. This shall also apply if the aforementioned circumstances occur during default or at one of our suppliers.

The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. However, the customer may only withdraw from the contract within the framework of the statutory provisions if we are responsible for the delay.

IV Transfer of risk and acceptance

The risk of loss or deterioration is transferred to the customer when the goods are handed over to the forwarding agent, carrier or other transport person. If the shipment is delayed due to circumstances for which Weihe GmbH is not responsible, the risk is already transferred to the customer with the written notification of readiness for shipment.

2. insofar as "Incoterms" have been agreed for the delivery, these shall take precedence over these terms and conditions of sale and delivery.

3. The customer is also obliged to accept partial deliveries to a reasonable extent.

V Default of acceptance

If the customer is in default of acceptance, Weihe GmbH can set the customer a deadline for acceptance of eight days in writing. After the expiry of this period, Weihe GmbH is entitled to withdraw from the contract. The setting of a period of grace is not required if the customer seriously and finally refuses acceptance or is obviously not in a position to pay for the goods within the period of grace.

If the customer is at fault with regard to the delay in acceptance, Weihe GmbH can demand compensation for non-fulfilment in the amount of 15 % of the purchase price of the ordered goods. The customer is entitled to prove that no damage or a lesser damage has occurred. Weihe GmbH reserves the right to assert and prove higher damages.

If acceptance is delayed at the request of the customer, the customer shall be liable for the additional costs, including interest on the financing of the object of purchase.

If the customer is culpably in default of acceptance, in default of acceptance of the delivery, culpably fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs) and/or to withdraw from the part

of the delivery contract that has not yet been fulfilled. In addition, we are entitled to store or ship the goods at the customer's expense and risk.

VI Retention of title

Our deliveries are made exclusively under reservation of title (reserved goods). Ownership shall not pass to the customer until he has settled all his liabilities (including any ancillary claims) arising from our deliveries of goods. In the case of a current account, the reserved property shall be deemed to be security for our balance claim, even if payments are made on specifically designated claims.

2. processing of goods delivered by us which are still our property shall always be carried out on our behalf, without any liabilities arising for us from this. If the goods delivered by us are mixed or combined with other items, the customer shall assign to us the (co-)ownership of the resulting item in the ratio of the invoice value of our goods subject to retention of title to the invoice value of the other goods used.

The customer may only sell or use (e.g. within the framework of a contract for work and services or a contract for work and materials) the delivered goods in the ordinary course of business and only if his customer has not excluded the assignment of the claim from the resale or further use. The customer is obliged to ensure that his customer gives any consent reserved for assignment to us in the required form. The customer is not permitted to transfer ownership by way of security or to pledge the goods subject to retention of title.

The customer shall notify us immediately of any seizure, even if it is only imminent, or any other impairment of our right of ownership by third parties, in particular of the existence of global assignments and factoring agreements, and shall confirm our right of ownership to both third parties and us in text form. In the event of seizures, a copy of the seizure report shall be sent to us.

If the customer is in default of payment, we are entitled to demand the surrender of the reserved goods and to obtain direct possession of them ourselves or through authorised representatives, regardless of where they are located. The customer is obliged to surrender the goods subject to retention of title to us and to provide us with the information and hand over the documents required to assert our rights. The demand for return shall not be deemed to be a withdrawal from the contract. The same shall apply to the taking back of the reserved goods.

6. to secure all our claims, including those arising in the future, from the business relationship, the customer hereby assigns to us all claims (including those from the current account) with ancillary rights which arise for him from the resale and other use of the goods subject to retention of title (e.g. combination, processing, installation in a building).

7. if the sale or other use of our goods subject to retention of title - irrespective of their condition - takes place together with the sale or other use of objects to which third party rights exist and/or in connection with the provision of services by third parties, the advance assignment shall be limited to the invoice value of our invoices.

The customer is entitled to collect the claims assigned to us. In the event of default in payment, cessation of payments, application for or opening of insolvency or out-of-court composition proceedings or other deterioration of the customer's assets, we may revoke the collection authorisation. Upon request, the customer shall disclose to us the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and notify the debtors of the assignment. We are also entitled to notify the customer's debtors of the assignment and to request them to make payment to us.

(9) If the realisable value of the securities to which we are entitled under the above provisions exceeds the value of our claims by more than 10%, we shall be obliged, at the customer's request, to release the excess securities at our discretion.

VII Defects of quality and title, warranty

(1) Unless otherwise stipulated in these terms and conditions of delivery, including the following provisions, the statutory provisions shall apply in the event of material defects and defects of title.

The delivery item is free of material defects if it corresponds to the product description or - if there is no product description - to the respective state of the art. We reserve the right to make changes to the construction and/or design that do not affect the functionality or the value of the delivery item and do not constitute a material defect.

In particular, a material defect shall not be deemed to exist if after handover:

- parts have been damaged by force exerted by the customer or third parties,
- tampering or non-expert repairs have been carried out on the equipment by the customer or third parties without our consent,
- no original parts were used within the scope of repairs or extensions by the customer or third parties,
- additional equipment or operating materials not recommended by us have been used,
- operating or operating instructions have not been observed,
- force majeure, water damage, fire damage or connection of the unit to incorrect network voltage occurred,
- the necessary maintenance or service work has not been carried out,
- the defect occurred in connection with wearing parts with a limited service life and the Purchaser does not provide evidence that the defect claimed is not due to the above-mentioned reason for exclusion. If the complaint proves to be unjustified after or during the repair attempt due to the absence of a defect, the Purchaser shall bear the repair costs.

Guarantees for the quality and durability of the delivery item shall only be deemed to have been assumed insofar as we have expressly declared the guarantee as such. Guarantees assumed by our suppliers in guarantee declarations or in product documents are not initiated by us. They are exclusively binding on the supplier who declares this acceptance of guarantee. Paragraph 1 of this section remains unaffected.

4. claims for defects on the part of the customer presuppose that the customer has properly fulfilled its obligations to inspect and give notice of defects in accordance with § 377 of the German Commercial Code (HGB). The notification of defects must be made in writing. Notice of recognisable defects must be given within five working days of receipt of the goods at the latest. The notification of hidden defects is only timely if it is asserted within five working days after discovery.

(5) If the delivered item is defective or if it does not comply with a guaranteed quality, we shall remedy the defect at our discretion within a reasonable period of time free of charge either by rectifying the defect or by delivering an item free of defects (subsequent performance). The customer shall give us or our authorised representatives the time and opportunity to do so. If this is not done or if changes or improper repairs are made to the defective item, we shall be released from liability for defects.

6. if the chosen supplementary performance fails, is unreasonable for the customer, is refused by Weihe GmbH or is delayed beyond a reasonable period of time for reasons for which Weihe GmbH is responsible, the customer can - without prejudice to any claims for damages - withdraw from the contract or reduce the purchase price. Defects in partial deliveries, however, only entitle the customer to withdraw from the overall contract if the remaining partial deliveries are of no interest to him.

7. claims for defects shall not exist in the case of defects which have occurred after the transfer of risk as a result of e.g. natural wear and tear, the violation of planning, condition, maintenance and installation instructions, unsuitable or improper use, faulty or negligent handling, storage or installation or as a result of interventions in the delivered goods carried out by the customer or third parties. The product documentation (condition, maintenance and installation instructions) is part of the scope of delivery of the product.

8. claims for defects which are not directed towards compensation for damages shall become statute-barred one year after delivery of the goods. This shall not apply in the event of an intentional breach of duty, a breach of guarantees or in the cases of §§ 438 para. 1 no. 2, 634a para. 1 no. 2 BGB.

9. if Weihe GmbH is compulsorily liable within the scope of the entrepreneur recourse, the provisions of §§ 478, 479 BGB (German Civil Code) apply with priority.

(10) Claims for damages based on defects shall also be subject to the provisions of Section VIII.

11. the Weihe GmbH does not assume or bear any costs of administration in case of a complaint.

Parts replaced in the course of rectification shall become our property.

VIII Compensation

1. claims for damages against Weihe GmbH or its vicarious agents are excluded in the case of slightly negligent breaches of obligations which are not essential to the contract, i.e. obligations the fulfilment of which is essential to the proper execution of the contract and the observance of which the contractual partner may regularly rely on, as well as obligations the infringement of which jeopardises the achievement of the purpose of the contract. Liability for slightly negligent breaches of material contractual obligations is limited to the typical contractual damage, foreseeable damage.

2. the Weihe GmbH does not assume or bear any follow-up and/or downtime costs.

3. claims for damages against Weihe GmbH or its vicarious agents become statute-barred one year after they arise, except in the cases of § 438 para. 1 no. 2 BGB and § 634a para. 1 no. 2 BGB in the case of slightly negligent breaches of duty.

4. liability for damage caused by delay due to slight negligence shall be limited to 5% of the value of the goods or services concerned.

(5) The above exclusions and limitations of liability shall not apply in the event of a breach of warranty or in the event of injury to life, limb or health.

Insofar as Weihe GmbH or its vicarious agents are compulsorily liable according to the product liability law, those provisions apply with priority. For an internal compensation according to § 5 sentence 2 of the product liability law, the above regulations remain valid.

(7) In the case of claims for compensation for damage that has not occurred to the goods themselves - so-called consequential harm caused by a defect - we shall only be liable in the case of intent and gross negligence. We shall not be liable for unforeseeable damage; in the event of the absence of warranted characteristics, we shall only be liable to the extent that the warranty was intended to protect the buyer against the consequential damage caused by the defect.

IX Resignation

Weihe GmbH is entitled to withdraw from the contract if insolvency proceedings are applied for with regard to the customer, unless the insolvency application is cancelled within two weeks, of which the customer must inform Weihe GmbH immediately.

X Jurisdiction and place of performance

The place of performance for the contractual obligations of both parties is 24161 Altenholz. If the customer is a merchant, a legal entity under public law or a special fund under public law, the local court of Eckernförde or the regional court of Kiel is the exclusive place of jurisdiction, depending on the subject matter. However, Weihe GmbH is also entitled to take legal action at the general place of jurisdiction of the customer. The law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

XI Out-of-court dispute resolution

1. in the event of disputes arising from the delivery, the two parties initially now undertake to hold a conciliation hearing at the conciliation office of the Kiel Chamber of Industry and Commerce in order to achieve an out-of-court settlement of the dispute before filing a lawsuit.

2. in the event of disputes over questions of fact, the two parties initially now undertake to clarify the dispute by an arbitrator appointed by the Kiel Chamber of Industry and Commerce before filing a lawsuit.

If one or more parties reject this procedure a priori, the rejecting parties shall bear the costs of contentious proceedings, irrespective of whether they prevail.

The conduct of court proceedings is only permissible,

- a. if a Party declares the mediation to have failed in writing to the mediator and the other Party after the first joint mediation session,
- b. if more than two months have passed since receipt of the request for mediation without a joint mediation session having taken place,
- c. or the conflict is not finally resolved within two months after the first mediation session.

XII Partial nullity

Should a provision in these General Terms and Conditions or a provision within the framework of other agreements between the customer and Weihe GmbH be or become invalid, the validity of all other provisions or agreements shall not be affected.