

General Terms and Conditions of Sale and Delivery of HLR GmbH

1. Scope of application, form, assignment

- 1.1 These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") apply to all our business relationships with our customers (hereinafter referred to as "Buyer"). The GTCS shall only apply if the Buyer is a business (Section 14 BGB), a legal entity under public law or a special fund under public law.
- 1.2 The GTCS apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter referred to as goods), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTCS in the version valid at the time of the Buyer's order or in any case in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.
- 1.3 Our GTCS apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Buyer shall only become part of the contract if and insofar as we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if the Buyer refers to their general terms and conditions in the context of the order and we do not expressly object to this.
- 1.4 Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order confirmation shall take precedence over these GTCS.
- 1.5 Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. setting of deadlines, notification of defects, cancellation or reduction) must be made in writing. Written form within the meaning of these GTCS includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further proof, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.
- 1.6 References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these GTCS.
- 1.7 We are entitled to assign the claims arising from our business relationship.

2. Conclusion of contract

- 2.1 Our offers are subject to change and non-binding. This shall also apply if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards), other product descriptions or documents - including in electronic form - to which we reserve ownership rights and copyrights.
- 2.2 The order of the goods by the Buyer is considered a binding contract offer. Unless otherwise stated in the order, we are entitled to accept this contract offer within 3 weeks of our receiving it.

2.3 Acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the Buyer.

3. Delivery period and default of delivery

3.1 The delivery period shall be agreed individually or specified by us upon acceptance of the order. If this is not the case, the delivery period is approx. 12 weeks from conclusion of the contract.

3.2 If we are unable to meet binding delivery periods for reasons for which we are not responsible (non-availability of the service), we will inform the Buyer of this immediately and at the same time inform them of the expected new delivery period. If the service is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will immediately reimburse any payment already made by the Buyer. Non-availability of the service exists, for example, in the event of late delivery by our suppliers, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure or if we are not obliged to procure in individual cases.

3.3 The occurrence of our default of delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the Buyer is required. If we are in default of delivery, the Buyer may request lump-sum compensation for the damage caused by the delay. The liquidated damages shall amount to 0.5% of the net price (delivery value) for each completed calendar week of delay, but shall not exceed a total of 5% of the delivery value of the goods delivered late. We reserve the right to prove that the Buyer has suffered no damage at all or only significantly less damage than the above lump sum.

3.4 The Buyer's rights pursuant to Section 9 of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of service and/or subsequent fulfilment), shall remain unaffected.

4. Delivery, transfer of risk, acceptance, unloading aids for sales shipment, default of acceptance

4.1 Delivery is made from our warehouse, which is also the place of fulfilment for the delivery and any subsequent fulfilment. At the Buyer's request and expense, the goods will be dispatched to another destination (sales shipment). Unless otherwise agreed, we are entitled to determine the type of dispatch (in particular transport company, dispatch route, packaging) ourselves. With any sales shipment, the Buyer must provide suitable equipment (e.g. forklift truck) and operating personnel at their own expense for unloading the goods from the transport vehicle.

4.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer at the latest upon handover. With sales shipment, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, carrier or other person or organisation designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance. If the Buyer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

- 4.3 If the Buyer is in default of acceptance, fails to co-operate or if our delivery is delayed for other reasons for which the Buyer is responsible, we shall be entitled to request compensation for the resulting damage including additional expenses (e.g. storage costs). For this we charge a lump sum compensation of EUR 100 per calendar day, starting with the delivery period or - in the absence of a delivery period - with the notification that the goods are ready for dispatch.

Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, cancellation) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The Buyer shall be entitled to prove that we have incurred no loss at all or only a significantly lower loss than the above lump sum.

5. Prices and terms of payment

- 5.1 Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, ex warehouse, plus statutory VAT.
- 5.2 With sales shipment (Section 4.1), the Buyer shall bear the transport costs ex warehouse and the expense of any transport insurance requested by the Buyer. If we do not invoice the transport costs actually incurred in the individual case, a flat-rate transport charge (excluding transport insurance) of EUR 500.00 shall be deemed agreed. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.
- 5.3 The purchase price is due and payable within 14 days of invoicing and delivery or acceptance of the goods. However, we are entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation with the order confirmation at the latest.
- 5.4 The Buyer shall be in default upon expiry of the above payment period. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further claims for damages caused by delay. Our claim to commercial maturity interest (§ 353 HGB) against merchants remains unaffected.
- 5.5 The Buyer shall only be entitled to set-off or retention rights to the extent that their claim has been legally established or is undisputed.
- 5.6 If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardised by the Buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after the setting of deadlines - to cancellation from the contract (Section 321 BGB). With contracts for the manufacture of non-fungible goods (customised products), we may declare our cancellation immediately; the statutory regulations on the dispensability of setting a deadline shall remain unaffected.

6. Retention of title

- 6.1 We reserve title to the goods sold until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (hereinafter referred to as secured claims).
- 6.2 The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Buyer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the goods belonging to us (e.g. seizures).
- 6.3 With any breach of contract by the Buyer, in particular non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to request the return of the goods on the basis of the retention of title. The request for the return of goods does not at the same time include a declaration of cancellation; rather, we are entitled to merely request the return of the goods and reserve the right to cancel the contract. If the Buyer does not pay the purchase price due, we may only assert these rights if we have previously set the Buyer a reasonable deadline for payment without success or if setting of deadlines is dispensable according to the statutory provisions.
- 6.4 Until revoked in accordance with (c) below, the Buyer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following supplementary provisions shall apply.
- (a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. If the customer's goods is to be regarded as the main item, the customer shall transfer co-ownership to us on a pro rata basis. In all other respects, the same shall apply to the resulting product as to the goods delivered subject to retention of title.
- (b) The Buyer hereby assigns to us as security any claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the Buyer specified in Section 6.2 of these GTCS shall also apply with regard to the assigned claims.
- (c) The Buyer remains authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the Buyer fulfils their payment obligations to us, there is no deficiency in their ability to pay and we do not assert the retention of title by exercising a right in accordance with Section 6.3 of these GTCS. If this is the case, however, we can request that the Buyer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the Buyer's authorisation to resell and process the goods subject to retention of title.
- (d) If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Buyer's request.

7. Buyer's claims for defects relating to used goods

7.1 For the sale of used goods, any liability for material defects and thus any warranty is excluded.

This shall not apply in the event of gross negligence or wilful intent or gross negligence or injury to life, limb or health. Section 7.1 sentence 1 of these GTCS shall also not apply if we have fraudulently concealed a defect in the used goods or have assumed a guarantee for the quality of the used goods.

7.2 Section 7.1 of these GTCS shall also apply to claims of the Buyer for damages or compensation of futile expenses due to defects of the used goods.

8. Buyer's claims for defects relating to new goods as well as their inspection and complaint obligations

8.1 The statutory provisions shall apply to the rights of the Buyer if there is any material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions) of new goods, unless otherwise specified below. In all cases, the statutory provisions on the sale of consumer goods (§§ 474 ff. BGB) and the rights of the Buyer from separately issued guarantees, in particular on the part of the manufacturer, remain unaffected.

8.2 The basis of our liability for defects for new goods is above all the agreement reached on the quality and intended use of the new goods. All product descriptions which are the subject of the individual contract or which were made public by us (in particular in catalogues or on our Internet homepage) at the time of the conclusion of contract shall be deemed to be an agreement on the quality of the new goods.

8.3 Insofar as the quality of the new goods has not been agreed, it is to be assessed in accordance with the statutory regulation whether a defect exists or not (Section 434 Para. 1 Sentence 2 and 3 BGB). However, we accept no liability for public statements made by the manufacturer or other third parties (e.g. advertising statements).

8.4 The Buyer's claims for defects relating to new goods presuppose that they have fulfilled their statutory inspection and complaint obligations (Sections 377, 381 HGB). If a defect is discovered during delivery, inspection or at any later point in time, we must be notified of this in writing immediately. In any case, obvious defects must be notified in writing within 7 working days of delivery and defects not identifiable during the inspection within the same period from discovery. If the Buyer fails to properly inspect the goods and/or make a notification of defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions.

- 8.5 If the new goods delivered are defective, we may initially choose whether to provide subsequent fulfilment by remedying the defect (subsequent improvement) or by delivering a new item free of defects (replacement delivery). Our right to refuse subsequent fulfilment under the statutory conditions remains unaffected.
- 8.6 We are entitled to make the subsequent fulfilment owed dependent on the Buyer paying the purchase price due for the new goods. However, the Buyer is entitled to retain a reasonable part of the purchase price in proportion to the defect.
- 8.7 The Buyer must give us the time and opportunity required for the subsequent fulfilment owed, in particular to hand over the new goods complained about for inspection purposes. With any replacement delivery, the Buyer shall return the defective new goods to us in accordance with the statutory provisions. The subsequent fulfilment includes neither the removal of the defective new goods nor the reinstallation if we were not originally obliged to install it.
- 8.8 We shall bear the expenses necessary for the purpose of inspection and subsequent fulfilment, in particular transport, travel, labour and material costs (not: removal and installation costs), if the new goods are actually defective. Otherwise, we may request compensation from the Buyer for the expense incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs) if the Buyer knew or could have recognised that there was in fact no defect.
- 8.9 In urgent cases, such as if operational safety is jeopardised or to prevent disproportionate damage, the Buyer shall have the right to remedy the defect in the new goods themselves and to request compensation from us for the expenses objectively necessary for this purpose. We must be informed immediately, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse a corresponding subsequent fulfilment in accordance with the statutory provisions.
- 8.10 Claims of the Buyer for damages or compensation of futile expenses shall only exist in accordance with Section 9 of these GTCS, even if there are defects in new goods, and are otherwise excluded.

9. Other liability

- 9.1 Unless otherwise stated in these GTCS, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 9.2 We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of wilful intent and gross negligence. With simple negligence, we shall only be liable, subject to a milder standard of liability in accordance with statutory provisions (e.g. for diligence in our own affairs), only
- a) for damages resulting from injury to life, limb or health,
 - b) for damages arising from the not insignificant breach of a material contractual obligation (whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

9.3 The limitations of liability resulting from Section 9.2 of these GTCS shall also apply if breaches of duty by or in favour of persons for whose fault we are responsible in accordance with statutory provisions. They do not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the Buyer under the Product Liability Act.

9.4 The Buyer may only withdraw from or cancel the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of cancellation of the Buyer (in particular according to Sections 651, 649 BGB) is excluded. Otherwise, the statutory requirements and legal consequences apply.

10. Statute of limitations

10.1 Notwithstanding Section 438 Para. 1 No. 3 BGB, the general statute of limitations periods for claims arising from material defects and defects of title of new goods is one year from delivery. If acceptance has been agreed, the statute of limitations period shall commence upon acceptance.

10.2 However, if the new goods are a building or a new item that has been used for a building in accordance with its normal use and has caused its defectiveness (building material), the statute of limitations periods is 5 years from delivery in accordance with the statutory regulation (Section 438 Para. 1 No. 2 BGB). Other special statutory provisions on the statute of limitations (in particular Section 438 Para. 1 No. 1, Para. 3, Sections 444, 445b BGB) also remain unaffected.

10.3 The the above statute of limitations periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the new goods, unless the application of the regular statutory statute of limitations period (Sections 195, 199 BGB) would lead to a shorter statute of limitations period in individual cases. However, claims for damages by the Buyer pursuant to Section 9.2 Sentence 1 and Sentence 2 lit. a) and pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory statute of limitations periods.

11.0 Software utilisation

11.1 If we deliver software with the goods, the Buyer is granted a non-exclusive right to use this software to the contractually agreed extent. Use of the software outside the goods intended for this purpose and/or beyond the contractually agreed scope is prohibited. Section 11.1 Sentence 1 and Sentence 2 of these GTCS shall apply accordingly to any (software) documentation provided by us to the Buyer with the software.

11.2 All rights to the software supplied by us with the goods shall remain with us or with our software supplier. The granting of sub-licences is not permitted. Section 11.2 Sentence 1 and Sentence 2 of these GTCS shall apply accordingly to any (software) documentation provided by us to the Buyer with the software.

12. Choice of law, place of jurisdiction and severability clause

12.1 These GTCS and the contractual relationship between us and the Buyer shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

12.2 If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Hamburg. The same applies if the Buyer is an business within the meaning of Section 14 BGB.

In all cases, however, we shall also be entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these GTCS or an overriding individual agreement or at the Buyer's general place of jurisdiction.

Overriding statutory provisions, in particular regarding exclusive responsibilities, remain unaffected.

12.3 Should any provision of these GTCS be or become invalid, the legal validity of the remaining provisions shall not be affected. If there is an invalid provision of these GTCS, the parties are obliged to negotiate a valid and reasonable replacement provision that comes as close as possible to the economic purpose pursued by the invalid provision; the same applies in the event of a loophole.