

TERMS AND CONDITIONS OF SALE AND DELIVERY
of Paul Brüser GmbH,
Hollenbocker Str. 58-60, D-57413 Finnentrop-Heggen

1. General – scope

- 1.1 The following Terms and Conditions of Sale and Delivery are the basis of all our offers, orders, deliveries and services; they also apply to all future business relationships, even if they are not expressly agreed again.
- 1.2 The terms and conditions of our customers are only recognized to the extent that they correspond to our terms and conditions of performance and delivery or are expressly made the basis of the respective contract or service by us in writing in individual cases.
- 1.3 Our terms and conditions of performance and delivery apply only to businesses, legal entities and special funds under public law within the meaning of § 310 (1) BGB (German Civil Code).

2. Offer and offer documents

- 2.1 Our offers are subject to change and non-binding.
- 2.2 Offers, cost estimates, models, drawings, calculations as well as other contract and delivery documents may not be made accessible to unauthorised third parties. We retain copyright and ownership of them. Orders, agreements, assurances, etc. from our representatives require written confirmation. Contractual obligations arise for us only on the basis of our order confirmation or by starting to execute the order.
- 2.3 Complaints about confirmations must be made in writing immediately, at the latest within one week.
- 2.4 All information, such as dimensions, weights, quality assurance, illustrations, samples, descriptions, sketches, etc. in offers, catalogues and other printed matter are only approximate but have been determined in the best possible way, unless they are expressly designated as binding in the order confirmation. The conformity of material provided by customers and semi-finished products with contractual specifications or provided drawings and samples will only be checked by us with an express written agreement.
- 2.5 Contracts concluded by the field sales service as well as telephone agreements require our written confirmation in order to be effective.

3. Prices – terms of payment

- 3.1 Our prices are ex warehouse or ex works, excluding freight, packaging and VAT, unless otherwise agreed. In the case of deliveries ex works, the prices are determined according to the conditions of the price list of the delivery plant valid on the day of delivery.
- 3.2 For very small orders, the current minimum order value and minimum item value must be observed.
- 3.3 A return of properly delivered and error-free goods is only possible on the basis of an express written agreement and only when returning our outgoing goods inspection certificate. The customer does not have a legal entitlement to return the goods. The modalities of any return must be regulated separately in writing.
- 3.4 Our prices are based on the currently typical and valid calculation factors. If, in the period between the conclusion of the contract and the agreed delivery dates, wage and salary rates of the metalworking industry or the costs of starting materials, energy, auxiliary and operating materials change, we are entitled to adjust the price at our discretion, proportional to the cost change.
- 3.5 Unless otherwise agreed, all invoices are to be paid net within 30 days of invoicing without discount deduction.
- 3.6 If our own or third-party acceptances are given, the bill of exchange taxes and discount charges shall be borne by the buyer. Payments by bill of exchange are not considered cash payments and are not entitled to a cash discount. We reserve the right to accept our own or third-party acceptances.
- 3.7 Bills of exchange and cheques will only be credited subject to redemption. We assume no liability for the timely presentation and lodging of protests. In the case of a bill of exchange protest, whether this involves a self-acceptance by the customer or a protested third-party acceptance in the case of non-immediate payment, the claims from all outstanding bills of exchange are due immediately, regardless of whether they involve our own or third-party acceptances.
- 3.8 Employees or representatives may only accept payments on the basis of a special power of attorney. Insofar as payment is nevertheless made to such persons, they shall only have a debt-discharging effect upon receipt by our company.
- 3.9 Unless special agreements exist, delivery abroad takes place against advance payment. Otherwise, the customer must have his bank open an irrevocable documentary letter of credit at his own expense, in which we are named beneficiary.

- 3.10 If the customer is in default in satisfying an obligation, all possible further claims are due immediately despite any conflicting agreements.
The same applies if the customer ceases his payments, is over-indebted, opens insolvency proceedings against his assets or the opening of such proceedings is rejected for lack of assets, or circumstances become known that justify legitimate doubts about the creditworthiness of the buyer.
- 3.11 In the event of default of payment by the customer, we are entitled to make further deliveries or services dependent on advance payments or security deposits or to assert the statutory claims. Accepted bills of exchange can be returned before expiration and immediate payment can be demanded.
- 3.12 In the case of claims based on multiple deliveries or services, the offsetting of cash receipts against one or the other debt takes place at our discretion.
- 3.13 The customer is only entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been acknowledged by us; in addition, the customer is entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.
- 3.14 We are entitled to assign our trade receivables for financing purposes.
- 3.15 If the customer is in default with a payment, all other claims shall become due for payment immediately, without the need for a separate notice of default.
- 3.16 For deliveries and services to customers abroad, it is expressly agreed that all costs of legal action by us in the event of default of payment by the customer, both judicial and extrajudicial, shall be borne by the customer.

4. Delivery and performance time

- 4.1 Delivery dates or deadlines, which can be agreed in a binding or non-binding manner, must be made in writing.
- 4.2 We are not responsible for delays in delivery and performance due to force majeure and due to events that make delivery significantly more difficult or impossible for us on a more than temporary basis; this includes, in particular, strikes, lockouts, official orders, etc. – even in the case of bindingly agreed deadlines and dates. Such delays in delivery and performance entitle us to postpone the delivery or service by the duration of the hindrance plus a reasonable start-up time or to withdraw from the contract in whole or in part because of the part not yet fulfilled.

- 4.3 If the hindrance lasts longer than 2 months, our customer is entitled – after setting a reasonable grace period – to withdraw from the contract with regard to the part not yet fulfilled. If the delivery time is extended or if we are released from our obligation, the customer cannot derive any claims for damages from this.
- 4.4 If we are responsible for non-compliance with bindingly promised deadlines and dates or if we are in default, our customer is entitled to compensation for delay in the amount of 3% of the invoice value of the deliveries and services affected by the delay for each completed week of delay, but no more than 15% of the invoice value. The limitation of liability does not apply if a commercial fixed time transaction has been agreed, the delay in delivery is based on an intentional or grossly negligent breach of contract for which we are responsible – where a fault by our representatives or vicarious agents is attributable to us – or our customer justifiably asserts that his interest in the further fulfilment of the contract has ceased.
- 4.5 We are not liable for any waiting times that arise, unless a pick-up or delivery time has been bindingly promised by us.
- 4.6 The choice of shipping routes and means of transport is left to our discretion to the exclusion of any liability with the exception of gross negligence and intent.
- 4.7 Partial deliveries are permissible.
- 4.8 If we are liable for damages, our liability in the event of simple negligence is limited to the foreseeable, typically occurring damage.
- 4.9 The customer may withdraw in accordance with the statutory provisions due to a delay in delivery only if we cannot provide proof of lack of fault.

5. Transfer of risk – packaging

- 5.1 Deliveries and returns are made at the risk and expense of our customer.
- 5.2 The risk for items of the customer to be processed shall pass to the customer upon leaving our factory, but at the latest upon handover to the forwarder or carrier. With regard to transport damage, we are only liable for intent and gross negligence. Liability for simple and slight negligence is also excluded, unless it is a violation of an essential contractual obligation within the meaning of the case law of the Federal Court of Justice.
- 5.3 If the goods to be processed are collected by us at the request of the customer, the transport risk shall be borne by the customer. We are free to insure this risk.
- 5.4 Packaging will be charged in any case. For postal and express shipments, this charge is 2% of the net value of the goods, but at least EUR 1.00.

6. Liability for defects

- 6.1 Customer claims for defects presuppose that the customer has duly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code).
- 6.2 We warrant professional product creation according to the recognized rules of technology and the applicable or generally recognized DIN regulations, including in draft form.
We do not assume any warranty for the fulfilment of product-specific requirements that cannot be easily derived from the individual contractual specifications or from general knowledge according to the recognized rules of technology.
- 6.3 If there is a defect, our customer is entitled to demand supplementary performance. If the supplementary performance fails, our customer is entitled – at his discretion – to reduce the compensation for work or to withdraw from the contract. Reworking shall be deemed to have failed after the unsuccessful second attempt, unless a different position is supported by, in particular, the nature of the item or the defect or other circumstances.
- 6.4 We shall be liable in accordance with the statutory provisions if our customer can assert claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we are not accused of an intentional breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage. Excessive claims for damages are excluded.
- 6.5 Insofar as the item to be delivered is specified only according to generic characteristics, we shall only be liable for compensation for damages in the event of a defect if we do not prove that we are not responsible for the defectiveness.
- 6.6 If we culpably violate an essential contractual obligation, we shall be liable in accordance with the statutory provisions but with the proviso that our liability for damages is limited to the foreseeable, typically occurring damage.
- 6.7 Our liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act.
- 6.8 Insofar as the customer has a claim for compensation for damages rather than the performance and instead demands a claim for compensation for the futile expenses incurred by him, this claim remains unaffected according to § 284 BGB.
In other respects – unless otherwise stipulated above – our liability is excluded.
- 6.9 Insofar as the customer is entitled to a counterclaim that has been legally established, acknowledged by us or is undisputed, he is also entitled to refuse performance in this respect.
In addition, the customer is also entitled to this right to refuse performance to the extent that it is based on the same contractual relationship.

- 6.10 Without prejudice to the statutory warranty of such claims under Section 6.6 above, the limitation period for claims for defects attributable to simple negligence shall be twelve months, calculated from the transfer of risk.

7. Limitation of liability

- 7.1 Any further liability for damages other than provided for in Sections 4.4 and 6 is excluded – regardless of the legal nature of the claim asserted. This applies in particular to claims for damages arising from fault at the time of conclusion of the contract, due to other breach of duty or due to tortious claims for compensation for property damage in accordance with § 823 BGB.
- 7.2 Insofar as our liability for damages is excluded or limited, this also applies with regard to the personal liability for damages of our employees, workers, representatives and vicarious agents.

8. Retention of title

- 8.1 Until all claims, including all outstanding current account balances, to which we are entitled with respect to the customer – now or in the future – have been fulfilled, the delivered goods (reserved goods) remain our property. In the event of breach of contract by the customer, e.g. default of payment, we have the right to take back the reserved goods after setting a reasonable deadline in advance. If we take back the reserved goods, this constitutes a withdrawal from the contract. If we take out an attachment order on the reserved goods, this constitutes a withdrawal from the contract. We are entitled to exploit the reserved goods after taking them back. After deduction of a reasonable amount for the exploitation costs, the proceeds of the exploitation shall be offset against the amounts owed to us by the customer.
- 8.2 The customer must treat the reserved goods with care and insure them sufficiently at their new value at his own expense against fire, water and theft damage. Maintenance and inspection work that is required must be carried out by the customer in good time at his own expense.
- 8.3 The customer is entitled to sell and/or use the reserved goods properly in business transactions as long as he is not in default of payment. Pledging or assignment by way of security is not permitted. The claims arising from the resale or any other legal reason (insurance, tort) with regard to the reserved goods (including all outstanding current account balances) are hereby assigned to us in full by way of security; we hereby accept the assignment.

We revocably authorise the customer to collect the claims assigned to us for his account in his own name. This authorisation to collect can be revoked at any time if the customer does not properly meet his payment obligations. The customer is also not entitled to assign this claim for the purpose of debt collection by way of factoring, unless the factor is obliged at the same time to assign directly to us the receipts in the amount of the claims insofar as we still have claims against the customer.

- 8.4 Any processing or transformation of the reserved goods by the customer will in any case be carried out for us. If the reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the

value of the reserved goods (end invoice amount including VAT) to the other processed items at the time of processing. The same applies to the new item resulting from processing as for the reserved goods. In the event of inseparable mixing of the reserved goods with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (invoice total invoice amount including VAT) to the other mixed items at the time of mixing. If the customer's item is to be regarded as the main item as a result of the mixing, the customer and we agree that the customer shall transfer proportionate co-ownership of this item to us; we hereby accept the transfer. The customer shall preserve our sole or co-ownership of an item thus created on our behalf.

- 8.5 In the event of access by third parties to the reserved goods, in particular attachments, the customer will point out our ownership and notify us immediately so that we can enforce our property rights. Insofar as the third party is not in a position to reimburse us for the judicial or extrajudicial costs incurred in this context, the customer shall be liable for these.
- 8.6 We are obliged to release the securities to which we are entitled to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%, in which case we are responsible for selecting the securities to be released.

9. Protected rights

- 9.1 If the customer provides us with samples, drawings or specific product manufacturing specifications of another kind, he shall indemnify us against claims of third parties in the internal and external relationship in the event of infringements of property rights.
- 9.2 At our request, in the event of such an infringement of property rights, the customer shall make any necessary declaration and/or action vis-à-vis the third party in order to ensure our indemnification.

10. Applicable law – place of jurisdiction – place of performance

- 10.1 The law of the Federal Republic of Germany shall apply; the application of the UN Sales Convention is excluded.
- 10.2 Our registered office in Finnentrop is also the place of jurisdiction. However, we are also entitled to sue the customer at his place of residence.
- 10.3 Unless otherwise agreed in writing, our registered office in Finnentrop is the place of performance.

Dated: April 2021