

**General Terms and Conditions of delivery of
BEMA GmbH&Co.KG
Effective 20.04.2021**

I. General

The individually negotiated agreements and these general terms and conditions shall exclusively apply to our deliveries. We do not recognize other terms and conditions; even if the delivery is carried out without retention. In the case of permanent business relationships or framework agreements, these General Terms and Conditions also apply to all future delivery relationships.

II. Consulting

We give any form of advice, both oral and written, to the best of our knowledge based on our experience. Details and information about the suitability and use of our goods are non-binding and do not free the customer from carrying out their own tests and trials. The customer is responsible for observing legal and official regulations when using our goods.

III. Offer and formation of the contract

1. Our offers are subject to change and non-binding. This also applies if we have provided the buyer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents, including documents in electronic form. If no order is placed after the offer, all documents made available by us in connection with the order must be returned to us within 14 days.
2. The order is made in writing by the customer and is confirmed by us within 6 weeks (also in writing).
3. The goods manufactured by us are checked according to our testing and measuring methods, which the customer becomes aware of when the goods are handed over at the latest. If the customer wishes to use special testing and measuring methods, an agreement must be achieved between the parties in writing in advance.

IV. Prices and terms of payment

1. The offer prices are net amounts.
2. Unless otherwise agreed, the prices apply ex works. The customer bears the respective packaging and shipping / transport costs, possibly customs duties, etc.

3. Unless otherwise agreed, the respective invoice amounts are to be paid within 30 days of receipt of the invoice.
4. The customer shall be entitled offset or retention rights only insofar as the customer's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement.
5. We reserve the right to increase our prices appropriately if, after the conclusion of the agreement, there are increases in costs, in particular due to collective bargaining agreements, market-based purchase prices or increases in material prices.
6. If the customer stops his payment or if insolvency proceedings are applied for, the total claim of the supplier becomes due immediately.

V. Delivery

1. The delivery period is agreed individually or specified by us when we accept the order. It begins when the order confirmation is sent; at the earliest with the existence of any necessary permits and releases, the provision of any items to be provided by the customer and provision of all documents. The delivery period is only binding if it is marked as such.
2. Adherence to the delivery deadline requires timely self-delivery. Delivery takes place ex works, which is also the place of performance for delivery and any supplementary performance. The delivery deadline is met if the goods are ready for dispatch within the delivery period.
3. If we cannot meet binding delivery deadlines for reasons, which we are not responsible for, we will inform the customer of this immediately and at the same time notify of the expected new delivery date. If the service is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or partial; we will immediately reimburse any consideration provided by the customer.
4. Unexpected events, such as force majeure, industrial disputes, turmoil, armed or terrorist conflicts, which have unforeseeable consequences for the execution of this agreement, release the parties from their obligations for the duration of the disruption and to the extent of their effect, even if they are in default. This does not lead to a termination of the agreement. The parties shall be obliged to notify each other of such an impediment and to adjust their obligations to the changed circumstances in good faith.
5. Partial deliveries are permitted.

6. Technical changes that prove necessary for manufacturing reasons, for reasons of product maintenance, legal requirements or other reasons are permitted. If the customer becomes aware of changes, he must notify us immediately if he considers these to be inadmissible.
7. When the goods are handed over to the customer, all inspection and monitoring obligations are also transferred. From this point on, the customer is solely responsible for compliance with the safety regulations.

VI. Retention of title

1. We retain title to the goods sold until all of our current and future claims from the contract and an ongoing business relationship have been paid in full.
2. The goods subject to retention of title may not be pledged or assigned as security to third parties before our secured claims have been fully paid. The customer must notify us immediately in writing if an application is made to open insolvency proceedings or if third parties have accessed the goods belonging to us (e.g. seizures).
3. The customer is authorized to resell and / or process the goods subject to retention of title in the regular course of business until revoked in accordance with (c) below. In this case, the following provisions also apply:
 - a) The retention of title extends to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their ownership rights remain, we shall acquire co-ownership in the ratio of the invoice values of the processed, mixed or combined goods. Otherwise, the same applies to the resulting product as to the goods delivered under retention of title.
 - b) The customer hereby assigns to us as security the claims against third parties arising from the resale of the goods or the product in the amount of our possible co-ownership share in accordance with the preceding subparagraph. We accept the assignment. The obligations of the customer named in section 2 also apply with regard to the assigned claims.
 - c) In addition to us, the customer remains authorized to collect the claim. We undertake not to collect the claim as long as the customer fulfills his payment obligations to us, there is no

deficiency in his performance and we do not assert the retention of title by exercising a right in accordance with section 3. If this is the case, however, we can demand that the customer notify us of the assigned claims and their debtors, provide all information required for collection, hand over the associated documents and notify the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the customer's authorization to resell and process the goods subject to retention of title.

- d) If the realizable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the request of the customer.

VII. Warranty

1. Unless otherwise agreed, the warranty period is 12 months and begins when the goods are received by the customer.
2. Defects must be reported to us in writing within 5 working days. For obvious defects, the period begins upon receipt of the goods. For hidden defects, this period begins upon discovery. If the notification of the defect is not given in due time, the goods are considered approved.
3. In the event of the defect being remedied, we shall only bear the expenses up to the amount of the payment agreed for the delivery.
4. Only the manufacturer's product description is deemed to be agreed as the quality of the goods.

VIII. Liability

1. We are liable for damages - regardless of the legal reason - within the scope of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, we are only liable, subject to legal limitations of liability
 - a) for damage resulting from injury to life, body or health,
 - b) for damages resulting from the breach of a fundamental contractual obligation (obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance of which the contractual partner regularly relies and may rely); in this case, however, liability is limited to compensation for the predictable, typically occurring damage.

2. The limitations of liability resulting from section 1 also apply to third parties as well as to breaches of duty by persons (also in their favor) whose fault we are responsible for in accordance with legal provisions. They do not apply if a defect has been fraudulently concealed or a guarantee has been given for the quality of the goods and for claims of the customer under the Product Liability Act.

IX. Non-performance

If the customer withdraws from an order that has been placed, we can, without prejudice to the possibility of claiming higher actual damage, demand 10% of the sales price for the costs incurred in processing the order and lost profit. The customer is free to prove minor damage.

X. Trade mark rights

1. We reserve property rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance. They may not be disclosed or made available to third parties without our consent.
2. The customer ensures that the goods manufactured according to drawings, plans, sketches or other information provided by the customer do not infringe any third party property rights. If such property rights are infringed, the customer releases us from third party claims for damages.

XI. Written form

Verbal subsidiary agreements are generally not made. All changes to these general terms and conditions as well as deviating agreements must be made in writing. This also applies in particular to the requirement of the written form.

XII. Severability clause

If any provision of these general terms and conditions be invalid, the validity of the remaining provisions will not be affected. The wholly or partially ineffective provision will be replaced by the parties with an agreement that corresponds to what would have been reasonably agreed according to the content and purpose of the general terms and conditions had this case been considered.

XI. Applicable law, jurisdiction

This contract shall be governed by the laws of the Federal Republic of Germany, excluding the Convention on Contracts for the International Sale of Goods.

If the customer 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 is our place of business in Emmingen-Liptingen.