

HAMANN AG GENERAL TERMS AND CONDITIONS OF DELIVERY

HAMANN AG,
Bei der Lehmkuhle 4, D-21279 Hollenstedt
(hereinafter also referred to as "Supplier")

SECTION 1 APPLICATION

(1) All offers, deliveries and services of the Supplier shall be made exclusively based on these General Terms and Conditions of Delivery. These are an integral part of all contracts which the Supplier concludes with its contractual partners (hereinafter also referred to as "Customer") for the goods or services offered by it. They shall also apply to all future offers, deliveries and services to the Customer, even if they are not agreed again separately.

(2) Commercial terms and conditions of the Customer or third parties shall not apply even if the Supplier does not object separately to them applying in a specific case. Even if the Supplier refers to a letter that contains commercial terms and conditions of the Customer or a third party or refers to such terms, this is not tantamount to agreeing that those commercial terms and conditions shall apply.

SECTION 2 OFFER AND CONCLUSION OF CONTRACT

(1) All offers of the Supplier are subject to change without notice and are non-binding unless they are explicitly designated as binding or contain a specified time for acceptance. The Supplier may accept orders or commissions within fourteen days after receipt.

(2) The legal relationship between the Supplier and Customer shall be governed exclusively by the purchase contract concluded in writing, including these General Terms and Conditions of Delivery. Said contract shall fully reflect all agreements made between the contracting parties concerning the subject of the contract. Oral promises by the Supplier prior to the conclusion of this contract are legally non-binding and oral agreements by the contracting parties shall be superseded by the written contract.

(3) Additions and amendments to the agreements made including these General Terms and Conditions of Delivery must be made in text form to be valid. The written form requirement can be satisfied by faxed transmission or by e-mail.

(4) Information from the Supplier concerning the delivery item or service (e.g. weights, dimensions, utilisation values, load capacity, tolerances and technical data) and representations of same (e.g. drawings and images) are only approximate, unless the usability for the contractually provided purpose stipulates the requirement for an exact match. They are not guaranteed characteristics but descriptions or designations of the

goods being delivered or the service being provided. This applies particularly to details which do not come from the Supplier. Even without this being expressly specified in the contract, the performance of all waste water treatment systems of the Supplier that are sold shall be governed solely by the relevant type certificate governing the respective system, with the terms and conditions specified therein. Deviations customary in the trade which are made pursuant to legal regulations or which constitute technical improvements, and the replacement of components by equivalent parts are permitted provided they do not adversely affect their usability for the contractually provided purpose.

(5) The Supplier reserves title or copyright to all offers and cost estimates issued by it and to drawings, images, calculation, prospects, catalogues, models, tools and other documentation and resources provided to the Customer. The Customer may not without the express consent of the Supplier either make the content of these items accessible to third parties, disclose them, or use them itself or through third parties or copy them. It must at the request of the Supplier return said items in their entirety to the latter and destroy any copies that have been made, if they are no longer needed by it in the ordinary course of business or if negotiations do not result in a contract being concluded.

SECTION 3 PRICES AND PAYMENT

(1) The prices shall apply to the scope of goods and services stated in the order confirmations. Additional or special services shall be charged for separately. The prices are in Euros ex works plus packing, statutory VAT, in the case of goods exported customs duty and fees and other public charges.

(2) In the case of sale by delivery to destination, the buyer shall bear the transport costs ex works and the costs of any transport insurance requested by the buyer. We charge the transport costs actually incurred in the individual case and invoice these. Any customs duties, fees, taxes and other public charges shall be borne by the purchaser.

(3) Unless otherwise agreed, invoices are payable immediately following receipt without any deduction; invoices are sent by the Supplier either by mail, by fax or, upon approval of the Customer, electronically.

For equipment, 50 % of the purchase price is to be paid upon signing of the contract and the remaining 50 % before delivery.

(4) Offsetting against counterclaims of the Customer or the withholding of payments in respect of such claims is only permitted to the extent that the counterclaims are undisputed or have been fully and finally established by law.

SECTION 4 DELIVERY AND TIME OF DELIVERY

(1) Goods shall be delivered ex works. Time periods and deadlines for deliveries and services announced by the Supplier, such as for example referring to specific calendar weeks, shall at all times only be approximate unless a fixed time period or a fixed deadline is

expressly promised or agreed. Where it has been agreed to ship the goods, delivery time periods and deadlines refer to the time the goods are delivered to the shipper, haulage contractor or other third party commissioned to ship the goods. Compliance with the delivery time requires that all commercial and technical questions between the contracting parties have been clarified and that the customer has fulfilled all obligations incumbent upon him. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if the Supplier is responsible for the delay.

(2) The Supplier may, notwithstanding its rights arising from delay by the Customer, require that the Customer extend the time periods and deadlines for the delivery of goods and provision of services or postpone them by the period in which the Customer fails to meet its contractual obligations to the Supplier.

(3) The Supplier shall not be liable for the impossibility of delivery or for delays in delivery if these were caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. interruptions of operations of any kind, problems in procuring materials or energy, shipping delays, strikes, lawful lockouts, shortage of labour, energy or raw materials, problems in procuring necessary administrative permits, regulatory measures or failure by suppliers to make delivery or incorrect or untimely delivery by same), for which the Supplier is not responsible. The supplier shall inform the customer of the beginning and end of such circumstances as soon as possible. Insofar as such events substantially impede or render impossible the Supplier's delivery or performance and the impediment is not only of a temporary nature, the Supplier shall be entitled to withdraw from the contract. Where problems are temporary the time periods for delivery or the provision of services shall be extended or the deadlines postponed by the period of the problem plus a reasonable lead time. Where due to the delay the Customer cannot be expected to accept the delivery or service it may rescind the contract by an immediate written declaration to the Supplier.

(4) The delivery period shall be deemed to have been observed if the delivery item has left the Supplier's works or readiness for dispatch has been notified by the end of the delivery period.

(5) If the Supplier is in default with a delivery or service or if it becomes impossible for it to make delivery or provide a service, for whatever reason, the liability of the Supplier shall be limited to damages pursuant to Section 9 of these General Terms and Conditions of Delivery.

(6) The customer may withdraw from the contract without setting a deadline if the entire performance becomes finally impossible for the supplier before the transfer of risk. In addition, the customer may withdraw from the contract if the execution of part of the delivery becomes impossible for an order and he has a justified interest in refusing the partial delivery. If this is not the case, the customer shall pay the contract price attributable to the partial delivery. The same shall apply in the

event of the Supplier's inability to perform. Otherwise, § 9 of these General Terms and Conditions of Delivery shall apply.

If the impossibility or the inability to perform occurs during the delay in acceptance or if the customer is solely or predominantly responsible for these circumstances, he remains obligated to consideration.

Section 5 PLACE OF PERFORMANCE, SHIPMENT, PACKAGING, TRANSFER OF RISK, ACCEPTANCE

(1) The place of performance for all obligations arising from the contractual relationship shall be Hollenstedt, unless otherwise agreed.

(2) Risk shall pass to the Customer no later than upon handover of the delivery item (the determining factor shall be the start of the loading process here) to the shipper, haulage contractor or other third party appointed to make the shipment. This shall apply even if partial deliveries are made or the Supplier has agreed to provide other services (e.g. dispatch or installation). If dispatch or handover is delayed due to a circumstance caused by the Customer, risk shall pass to the Customer from the day on which the delivery item is ready for shipment and the Supplier has notified the Customer of this. The Supplier undertakes to take out the insurances required by the Purchaser at the Purchaser's expense.

(3) If dispatch or acceptance of the delivery item is delayed for reasons for which the customer is responsible, the customer shall bear the costs incurred as a result of the delay, e.g. storage costs: In the case of storage by the Supplier the storage costs for each week that has begun shall amount to 0,5 % of the invoice amount of the delivery item to be stored, subject to a maximum of 25% for a storage time of 50 weeks.

The option for parties to assert and substantiate further or lesser storage costs shall remain. The Supplier shall insure the consignment only if the Customer expressly wishes this and at its expense against theft, breakage, shipping, fire and water damage or other insurable risks.

(4) Where final acceptance must take place, the sales item shall be deemed to be accepted if since delivery or installation twelve business days have elapsed or the Customer has started to use the sales item (e.g. the delivered equipment has been commissioned) and in this case six business days have elapsed since delivery or installation.

(5) Partial deliveries are permissible insofar as they are reasonable for the customer.

(6) If the Customer does not collect the goods three months after the agreed delivery date has passed, the Supplier shall be entitled to rescind the contract and demand damages from the Customer. Any instalments paid by the Customer shall be offset against this.

(7) The Supplier shall comply with his obligations arising from § 15 VerpackG (German Packaging Act) and shall dispose of the transport packaging shipped by him, provided that he receives such packaging free of charge at the Company's place of business. The costs

of disposal shall be borne by the Customer. The Supplier shall reject mail that does not have sufficient postage.

The same shall apply to the obligation to dispose of similar third-party packaging. The Supplier shall also dispose of such packaging properly against reimbursement of costs, provided that it is available to the Supplier free of charge at the Supplier's place of business.

SECTION 6 RETENTION OF TITLE

(1) The purpose of the retention of title agreed to below is to secure all existing current and future claims of the Supplier against the Customer arising from the delivery relationship between the contracting parties.

(2) The goods delivered by the Supplier to the Customer shall remain the property of the Supplier until payment is made in full of all secured claims. The Customer may neither pledge the goods nor assign them by way of security. The goods and the goods subject to retention of title that supersede them under this clause are hereinafter referred to as "goods subject to retention of title".

(3) The Customer shall keep the goods subject to retention of title at no charge for the Supplier.

(4) The Customer shall be entitled to process and sell the goods subject to retention of title in the ordinary course of business until the occurrence of the enforcement event (paragraph 9). Pledges and transfers in security are not permitted.

(5) If the goods subject to retention of title are processed by the Customer it is agreed that they shall be processed on behalf of and for the account of the Supplier as manufacturer and the Supplier shall immediately acquire ownership or – if the goods are processed from materials owned by several parties or the value of the processed item is higher than the value of the goods subject to retention of title – co-ownership (fractional ownership) in the newly created item in the ratio that the value of the goods subject to retention of title bears to the value of the newly created item. In the event that the Supplier does not acquire such ownership, the Customer hereby transfers its future ownership or – in the above ratio – co-ownership in the newly created item in security to the Supplier. If the goods subject to retention of title is associated or inextricably mixed with other items to form a single item and if one of the other items must be considered to be the main constituent, the Supplier, to the extent that the main constituent belongs to it, shall transfer to the Customer proportionate co-ownership in the single item in the ratio specified in sentence 1.

(6) In the event that the goods subject to retention of title are resold the Customer hereby assigns to the Supplier in security the resulting claim against the purchaser – in the case of co-ownership by the Supplier in the goods subject to retention of title a proportionate share corresponding to the co-ownership share. The same shall apply to other claims which supersede the goods subject to retention of title or otherwise arise with respect to the goods subject to retention of title, such as for example insurance claims or claims arising from

tort in the case of loss or destruction. The Supplier revocably authorises the Customer to collect the claims assigned to the Supplier on its behalf. The Supplier may only revoke this collection authorisation in the case of an enforcement event.

(7) If third parties access the goods subject to retention of title, including as a result of attachment, the Customer shall immediately make them aware of the Supplier's ownership and inform the Supplier of this in

order to allow it to enforce its right of ownership. Where the third party is not in a position to compensate the Supplier for the judicial or extra-judicial costs arising in this context, the Customer shall be liable to the Supplier for these.

(8) The Supplier shall at its option release the goods subject to retention of title and the items or claims that supersede them upon request provided their value exceeds the amount of the secured claims by more than 20%.

(9) If in the case of conduct by the Customer that is in breach of its contractual duties, including payment default, the Supplier rescinds the contract (enforcement event), it shall be entitled call for the return of the goods subject to retention of title.

SECTION 7 USE OF SOFTWARE

Insofar as software is included in the scope of delivery, the customer shall be granted a non-exclusive right to use the delivered software including its documentation. It shall be made available for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.

The client may only copy, revise, translate or convert the software from the object code to the source code to the extent permitted by law (§ 69 a ff. UrhG). The Purchaser undertakes not to remove or alter manufacturer's details - in particular copyright notices - without the prior express consent of the Supplier.

All other rights to the software and the documentation including copies shall remain with the supplier or the software supplier. Sublicensing is not permitted.

SECTION 8 CLAIMS FOR DEFECTS

The general warranty conditions of the supplier apply (Annex).

The Supplier shall be liable for material defects and defects of title of the delivery to the exclusion of further claims - subject to Section 9 - as follows:

Insofar as the parties have agreed on a quality of the object of sale, objective requirements for the object of sale shall not apply in this respect.

Material defects

(1) All parts which prove to be defective as a result of a circumstance prior to the transfer of risk shall be repaired or replaced free of defects at the discretion of

the supplier. The Supplier shall be notified immediately in text form of the discovery of such defects. Replaced parts shall become the property of the Supplier.

(2) The warranty period shall be one year from delivery. Excluded from this are claims for defects by consumers, as well as claims for damages due to injury to life, body or health and/or due to grossly negligent or intentionally caused damage by the supplier. In this respect, the statutory limitation periods shall apply.

(3) The delivered items must be carefully examined immediately after delivery to the Customer or to the third party appointed by it. They shall be deemed to be approved unless the Supplier has received a written notice of defects concerning obvious defects or other defects which were evident on an immediate careful examination, within seven business days after delivery of the delivery item or otherwise within seven business days after the defect is discovered or any earlier point in time in which the defect was evident to the Customer during normal use of the delivery item without closer examination, in the manner specified in Section 2 (3) Sentence 2. At the request of the Supplier the delivery item complained of must be returned, carriage paid, to the Supplier. Where the notice of a defect is justified the Supplier shall compensate for the costs of the least expensive shipment method; this shall not apply if the costs increase because the delivery item is located at a place other than the place of delivery.

(4) In the event of material defects of the delivered items, the supplier is initially obliged and entitled to remedy the defect or make a replacement delivery at his discretion within a reasonable period of time. In order to carry out all repairs and replacement deliveries which the Supplier deems necessary, the Customer shall, after consultation with the Supplier, give the Supplier the necessary time and opportunity; otherwise the Supplier shall be released from liability for the resulting consequences. Only in urgent cases where operational safety is at risk or to prevent disproportionately large damage, in which case the Supplier must be notified immediately, shall the Customer have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Supplier. If the supplier chooses to remedy the defect, the remedy shall only be deemed to have failed after a second unsuccessful attempt at remedy. In the event of failure, which also applies in the case of impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the client may withdraw from the contract or reduce the purchase price appropriately.

(5) The Supplier shall bear - insofar as the complaint proves to be justified - the expenses necessary for the purpose of subsequent performance, insofar as this does not result in a disproportionate burden on the Supplier.

(6) If the purchaser moves the goods to another location after delivery or if the repair is to be carried out outside the agreed place of delivery, the purchaser shall bear the additional costs arising therefrom.

(7) Within the framework of the statutory provisions, the Purchaser shall have the right to withdraw from the

contract if the Supplier - taking into account the statutory exceptions - allows a reasonable period of time set for the Supplier for repair or replacement due to a material defect to elapse fruitlessly. If there is only an insignificant defect, the Purchaser shall only be entitled

to a reduction of the contract price, unless he is a consumer. The right to a reduction of the contract price shall otherwise remain excluded, unless it is a consumer transaction.

(8) Further claims are exclusively determined in accordance with § 9 Para. 3 of these terms and conditions.

(9) No liability is assumed in particular in the following cases:

Unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials.

If the plants are operated outside their certified area of application (e.g. too high inlet values), outlet values above certification do not constitute a defect.

(10) The warranty does not apply if the customer changes the delivery item or has it changed by third parties without the consent of the supplier. The same applies if the customer or a third party carries out improper repairs.

(11) Used items may be delivered as agreed in the individual case with the Customer to the exclusion of any warranty of any kind for material defects. If delivery is made to consumers, the warranty period is one year.

Defects of title

(12) If the use of the delivery item leads to an infringement of industrial property rights or copyrights in Germany, the Supplier shall, at its own expense, generally procure the right of further use for the Customer or modify the delivery item in a manner acceptable to the Customer in such a way that the infringement no longer exists.

If this is not possible at economically reasonable conditions or within a reasonable period of time, the Buyer shall be entitled to withdraw from the contract. Under the aforementioned conditions, the Supplier shall also be entitled to withdraw from the contract.

(13) Subject to § 9, the Supplier's obligations set forth in § 8 shall be final in the event of infringements of industrial property rights or copyrights.

They shall only exist if

- the customer informs the supplier immediately of any claimed infringements of industrial property rights or copyrights,
- the Customer supports the Supplier to a reasonable extent in defending the asserted claims or enables the Supplier to carry out the modification measures pursuant to § 7 para. 12,
- the supplier retains the right to take all defensive measures, including out-of-court settlements,

- the defect of title is not based on an instruction of the customer and
- the infringement of rights was not caused by the fact that the customer has arbitrarily modified the delivery item or used it in a manner not in accordance with the contract.

In the event of culpable breach of material contractual obligations, the Supplier shall also be liable for gross negligence on the part of non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damage typical of the contract.

Further claims are excluded.

Contractual accessory obligations

(14) If the delivery item cannot be used by the customer in accordance with the contract as a result of suggestions or advice culpably omitted or defective by the supplier which took place before or after conclusion of the contract, or as a result of culpable violation of other contractual ancillary obligations - in particular instructions for operation and maintenance of the delivery item - the provisions of §§ 8 and 9 shall apply to the exclusion of further claims by the customer.

SECTION 9 LIABILITY OF THE SUPPLIER, EXCLUSION OF LIABILITY

(1) The Supplier's liability for damages, regardless of the legal grounds, including due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties in contractual negotiations and tort, to the extent that each of these is due to negligence, shall be limited in accordance with this Section 9.

(2) The Supplier shall not be liable in the case of simple negligence by its executive bodies, statutory representatives, employees or other vicarious agents provided this is not a breach of material contractual duties.

Material contractual duties are those whose fulfilment characterises the contract and on which the customer may rely. In this case, liability is limited to the amount of damages foreseeable and typical for the contract at the time of conclusion of the contract.

(3) Indirect or consequential loss or damage resulting from defects in the delivery item can moreover only be compensated for to the extent that such loss or damage can typically be expected when the delivery item is used in accordance with its intended purpose.

For damage which has not occurred to the delivery item itself and which is not based on a breach of essential contractual obligations the supplier shall only be liable

- a) in case of intent
- b) in the event of gross negligence on the part of the owner/the organs or executive employees,
- c) in the event of culpable injury to life, limb or health
- d) in the case of defects which he maliciously concealed,
- e) within the framework of a guarantee promise,
- f) in the event of defects in the delivery item, insofar as liability is assumed under the Product Liability Act for personal injury or property damage to privately used items.

(4) In the case of liability for simple negligence the Supplier's obligation to pay compensation for property damage and resulting additional financial losses shall be limited to the sum of € 10,000,000 per claim and year (corresponding to the current coverage amount of its product liability insurance or third party liability insurance), even if this is a breach of material contractual duties.

(5) The above liability exclusions and limitations shall apply to the same extent to the executive bodies, statutory representatives, employees and other vicarious agents of the Supplier.

(6) Insofar as the supplier provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by him, this shall take place to the exclusion of any liability.

(7) The limitations of liability do not apply

- to the liability of the supplier due to intentional or grossly negligent behaviour,

- for guaranteed characteristics or the assumption of a procurement risk according to § 276 BGB,

- as well as claims for damages due to injury to life, body or health.

The limitation of liability does not apply in the case of legally mandatory cases of liability, in particular the Product Liability Act and in the case of default in the agreement of a fixed delivery date. In this respect, the statutory provisions shall apply.

SECTION 10 LIMITATION

(1) All claims of the customer - on whatever legal grounds - shall be subject to a limitation period of 12 months; this shall also apply to the limitation of recourse claims in the supply chain in accordance with § 445 b para. 1 BGB. The suspension of expiration from § 445 b para. 2 BGB remains unaffected; it ends at the latest five years after the date on which the supplier delivered the item to the seller. These provisions on the limitation of recourse claims and on the suspension of expiry do not apply if the last contract in this supply chain is a sale of consumer goods. The statutory time limits shall apply to claims for damages in accordance with § 9 para. 3 a-d and f.

(2) The statute of limitations shall not apply to the Supplier's liability for intentional or grossly negligent conduct or for guaranteed characteristics and for claims for damages due to injury to life, limb or health and/or due

to grossly negligent or intentional damage caused by the Supplier.
In this respect, the statutory provisions shall apply.

SECTION 11 FINAL PROVISIONS

(1) At the Supplier's option, either Hamburg or the registered office of the Customer shall have jurisdiction in

respect of any disputes arising from the commercial relationship between the Supplier and the Customer. Hamburg shall have exclusive jurisdiction in respect of legal actions against the Supplier. Mandatory statutory provisions concerning exclusive jurisdictions shall remain unaffected by this provision.

(2) The EU Commission provides a platform for out-of-court dispute resolution. This gives consumers the opportunity to resolve disputes in connection with their online order initially without the involvement of a court. The dispute resolution platform can be accessed via the external link <https://ec.europa.eu/consumers/odr/>. We shall do our best to settle any differences of opinion arising from our contract amicably.

We prefer to clarify your concerns in direct communication with you and therefore do not participate in consumer dispute resolution procedures. Please contact us directly if you have any questions or problems: info@hamannag.com

(3) The contracts between the Supplier and the Customer shall be subject exclusively to the law of the Federal Republic of Germany to the exclusion of the Convention on Contracts for the International Sale of Goods (UN Convention on Sale of Goods) and the provisions of international private law.

(4) To the extent that the contract or these General Terms and Conditions of Delivery contain gaps in the provisions, legally valid provisions to fill in these gaps shall be deemed to be agreed which the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery if they had known of the gap in the provision.

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