



General terms and conditions of sale and delivery

Terepco GmbH

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Contents

- I. General, scope..... 2
- II. Offers and conclusion of the contract, product specifications 2
- III. Prices and Payment Terms 2
- IV. Retention of Title..... 3
- V. Terms of Delivery and Delay, Documentation of Transport Damage 4
- VI. Warranty..... 5
- VII. Liability for Defects, Statute of Limitations..... 6
- VIII. Intellectual Property Rights 7
- IX. Export Control 7
- X. Confidentiality 8
- XI. Data Protection 8

I. General, scope

1. These General Terms and Conditions of Sale and Delivery of Terepco GmbH (hereinafter also "Supplier") apply to all present and future business relationships with entrepreneurs (§ 14 German Civil Code (BGB)), legal entities of public law or special bodies or funds under public law (hereinafter referred to as "Purchaser").
2. Deviating or supplementary terms and conditions of the Purchaser shall only become part of the contract if and insofar as the Supplier has expressly agreed to their applicability.

II. Offers and conclusion of the contract, product specifications

1. Unless otherwise expressly stated, the prices indicated by the Supplier shall be valid for 30 days; apart from that, the Supplier's offers are non-binding. For the scope of the Supplier's obligation under the contract, the written order confirmation of the Supplier shall be decisive (incl. e-mail). The order shall be deemed accepted upon the order confirmation or upon dispatch of the goods.
2. The Purchaser may not transfer his contractual rights to third parties without the prior express consent of the Supplier.
3. Product samples are considered as non-binding illustrative pieces and for demonstration purposes only. Unless otherwise agreed between the parties in writing an e-mail, all deliveries shall be made based on the technical data sheet of the respective product valid at the time of the conclusion of the contract. The same shall apply in the event of product modifications according to the Purchaser's specifications, considering deviating and/or supplementary information in the data sheet.
4. In the event of product modifications according to the Purchaser's specifications, any drawing and documents provided by the Purchaser shall remain the property of the Purchaser. However, the Supplier shall be entitled to make the drawings and documents provided by the Purchaser available to third parties (in particular manufacturers) to whom the Supplier has permissibly transferred supplies or services. Furthermore, the Supplier may store any data electronically provided by Purchaser within the scope of his standard data backup system.

III. Prices and Payment Terms

1. Unless otherwise agreed, the Supplier's prices valid at the time of conclusion of the contract shall apply. The prices are made in the currency as stated in the order confirmation or invoice and are "EXW/European central warehouse Terepco GmbH", Radeberg INCOTERMS® 2020 plus VAT, any insurance, transport and packaging costs and any other taxes or duties.
2. Invoices are payable in the currency as indicated in the invoice within 30 calendar days after delivery and invoicing without any deductions. The date of receipt of payment shall be decisive. Any discounts granted to the Purchaser shall only apply subject to the timely payment of the Purchaser.
3. The Supplier shall be entitled at any time to make its deliveries/services dependent on concurrent payment by Purchaser ("Zug-um-Zug-Zahlung") without stating reasons.
4. If the Purchaser fails to meet the payment deadline, the Purchaser shall be in default without the need for a reminder from the Supplier. During the time of default, interest shall be charged on the purchase price at the statutory default rate if interest applicable at the time. The Supplier shall further be entitled to payment of a lump sum by Purchaser in accordance with to Sec. 288 para 5 sentence 1 German Civil

Code (BGB). The Supplier reserves the right to claim further damages caused by default.

5. The Purchaser shall only be entitled to set-off and to assert a right of retention if the counterclaims are undisputed or have become final and absolute, or if they are subject to reciprocity with the Supplier's claims.

IV. Retention of Title

1. The Supplier reserves title to all deliveries ("Reserved Goods") until full fulfilment of all current and future claims from the entire business relationship with the Purchaser (current account reservation). The retention of title shall also apply to replacement or exchange parts, unless those parts become essential parts of another good.

2. The Purchaser shall carefully store the Reserved Goods at his own expense, maintain and repair them and insure them against fire, water damage, burglary and theft.

3. During the period of retention of title, the Purchaser is not entitled to pledge the Reserved Goods or assign them as security. However, the Purchaser shall be entitled to sell the Reserved Goods in the ordinary course of business as long as the Purchaser is not in default of payment. The Purchaser hereby already assigns the accounts receivable that arise out of the re-sale or for any other legal reason (in particular but without limitation any transfer of title to the end customer, any insurance case or any tortious act) concerning the Reserved Goods to Supplier in full as security – in the case of co-ownership of the Reserved Goods pro rata according to the co-ownership share, without the need for any special declaration. The Supplier accepts said assignment. In the event of resale of the Reserved Goods together with other items, without having agreed on an individual price for the different items with the Purchaser's customer, the Purchaser shall assign the Supplier such part of the total price agreed with the customer, which corresponds to the price of the Reserved Goods.

4. The Supplier revocably authorizes the Purchaser to collect the claims assigned to the Supplier for its account in its own name. If the Purchaser acts in breach of the contract – in particular if he is in default of payment – the Supplier may request the Purchaser to disclose the assignment and to provide the Supplier with the information and documents necessary for the collection of the claim.

5. The Purchaser may process, rework or combine the Reserved Goods with other items; such processing, reworking or combining shall be carried out on behalf of the Supplier. In this case, the Supplier shall acquire a coownership share of the new item in the ratio of the value of the Reserved Goods (invoice value) to the value of the new item. Should the Purchaser acquire sole ownership of the new item, the Purchaser shall transfer to the Supplier co-ownership in the ratio of the value of the Reserved Goods (invoice value) to the value of the new item generated from processing, reworking or combination.

6. The Purchaser shall store the new item free of charge for the Supplier with the due care of a businessman with regard to the Supplier's co-ownership share. The processed, reworked or combined goods shall be deemed as Reserved Goods.

7. If the Reserved Goods are resold as a component of a new item, the advance assignment agreed pursuant to Sec. 3 of this Article IV shall apply only to the amount of the invoice value of the Reserved Goods. The share of the claim assigned to the Supplier shall be settled with priority over claims of the Purchaser. With regard to the authorization of the Purchaser to collect assigned claims and the conditions for the revocation thereof, Sec. 4 of this Article IV shall apply accordingly.

8. In case that the Reserved Goods are combined with real property or movable property, Section 7 of this Article IV shall apply accordingly with regard to the payment claim.

9. In the event of seizure, confiscation or other dispositions by third parties with regard to the Reserved Goods, the Purchaser shall notify the Supplier without undue delay. In case of breach of the contract by Purchaser, in particular if the Purchaser is in default of payment, the Supplier is entitled, after setting a reasonable deadline, to demand the return of the Reserved Goods at the expense of the Purchaser. The Purchaser is obliged to return the Reserved Goods. The Supplier's request to return the Reserved Goods shall only be considered as withdrawal from the contract if the Supplier has declared the withdrawal. Subject to a prior notification, the Supplier shall be entitled to use the Reserved Goods (e.g. to sell them) and to offset the proceeds thereof against the outstanding payments.

V. Terms of Delivery and Delay, Documentation of Transport Damage

1. Delivery shall be made EXW European central warehouse Terepco GmbH Radeberg, Germany (INCOTERMS® 2020) excluding packaging. Upon request and at the expense of the Purchaser, the goods will be sent to another destination (delivery purchase) and insured. If another delivery condition is agreed, such delivery shall be based on INCOTERMS® 2020 as well.

2. Unless expressly stated in writing as binding, delivery dates indicated by Supplier are not binding. If shipment has been agreed upon request and expense of the Purchaser (delivery purchase), delivery periods and delivery dates shall refer to the time of transfer to the carrier, forwarder or other third party commissioned with the transport.

3. If, after conclusion of the contract, the Purchaser requests a later delivery date than originally agreed upon by the parties, payment shall be made as if the delivery was carried out on time on the original delivery date.

4. Partial deliveries are permissible if the partial delivery can be used by the Purchaser within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured, and the Purchaser incurs no significant additional expenses or additional costs. If the Purchaser is obliged to accept the goods or services, this must be done immediately on the agreed acceptance date, or alternatively within one week after notification of readiness for acceptance by the Supplier. The Purchaser may not refuse acceptance in case of a non-material defect.

5. In the event of externally visible damage to the goods or packaging (especially transportation damage), the Purchaser shall ensure that the damage is documented (in particular by taking pictures of the damaged packaging or good) and that the damage is noted on the receipt of the freight service provider. Sec. 377 German Commercial Code (HGB) remains unaffected.

6. Compliance by Supplier with any agreed delivery dates shall be subject to the timely receipt of all documents to be provided by the Purchaser, including but not limited to approvals and permits required (e.g. approvals of technical drawings and plans), as well as Purchaser's compliance with the agreed payment terms and other obligations of the Purchaser under the contract. Otherwise, the deadline shall be extended; accordingly, this, however, shall not apply if the Supplier is responsible for the delay.

7. In case of delay in delivery for reasons for which the Purchaser is responsible, the delivery date shall be considered as met if the Supplier has notified the Purchaser within the agreed deadline that the goods to be delivered are ready for dispatch.

8. If the Purchaser is in default of acceptance or if the Purchaser negligently or intentionally breaches other obligations that result in a delay of the delivery, the Supplier shall be entitled to claim liquidated damages in the amount of 0.5% of the invoiced amount per calendar week, but no more than 5% of the invoiced amount, beginning at delivery date or – in the absence of a delivery date – after the Supplier has notified the Purchaser that the goods are ready for dispatch. Both parties shall reserve the right to prove higher or lower damages.

9. The Supplier is not liable for impossibility of delivery or delays in delivery, as far as they are due to force majeure (e.g. natural disasters, war, riots, epidemics, pandemics) or other unforeseeable events at the time of conclusion of the contract (e.g. breakdowns of all kinds (incl. unavailability of the IT system e.g. due to hacker attacks, viruses), delays in transport, strikes, legitimate lockouts, lack of manpower, energy or raw materials, difficulties in obtaining necessary regulatory approvals (incl. licenses), regulatory action or the lack of incorrect or untimely supply from upstream suppliers) which the Supplier is not responsible for. If such events make the delivery or service significantly more difficult or impossible for the Supplier and cannot be foreseen that the Supplier can provide its services within a reasonable period – at the latest within 2 months – the Supplier is entitled to withdraw from the contract. In the case of obstacles of a temporary duration, the delivery or service periods shall be extended, or the delivery or service dates shall be postponed by the period of the hindrance plus a reasonable ramp-up period.

10. If dispatch or delivery of the goods is delayed at the Purchaser's request, the Supplier is entitled to charge warehouse fees in the amount of 0.5% of the invoice amount per calendar week, but not more than 5%, beginning one month after notification of readiness for dispatch. Both parties shall reserve the right to prove higher or lower damages.

VI. Warranty

1. If the deliveries or services prove to be defective, the Supplier shall be entitled to remedy the defects at its own discretion by rectifying the defect or providing replacement or respectively by providing defect free services (supplementary performance). The expenses required for the purpose of supplementary performance, in particular transport, labor and material costs, are borne by the Supplier; this, however, does not apply if the costs increase because the item delivered is located in a place other than the place of intended use.

2. The Supplier's right to refuse one or both types of supplementary performance in accordance with the statutory provision remains unaffected. For the purpose of supplementary performance, the Purchaser shall grant the Supplier the time and opportunity reasonably required.

3. The Supplier is entitled to make the supplementary performance owed by the Supplier dependent on the Purchaser paying the due purchase price. However, the Purchaser is entitled to retain a part of the purchase price that is appropriate in relation to the defect.

4. If the Purchaser's notification of defects proves to be unjustified, the Supplier shall be entitled to demand reimbursement from the Purchaser for the expenses incurred.

5. At the Supplier's request, the Purchaser shall return the rejected good – if possible including the original packaging

– to the Seller free of charge and/or store the rejected good free of charge for possible inspection by an expert. In the event of a justified notification of defects, the Supplier shall reimburse the costs of the most favorable shipping route and/or the customary storage costs; this shall not apply if the storage and/or delivery costs

increase because the delivered good is located at a place other than the place of intended use.

6. If the defect is based on a defect of a third-party product, the Supplier is entitled to assign its warranty claims against its supplier to the Purchaser. In this case, the Purchaser can only assert warranty claims against the Supplier if the judicial enforcement of the aforementioned claims against the supplier or manufacturer of the defective third-party product was unsuccessful or is – for example, due to insolvency – hopeless.

7. The Purchaser shall inform the Supplier without delay if the assigned claims are asserted in court and shall obtain the prior consent of the Supplier for all agreements concerning the assigned claims.

8. The warranty shall not apply if the Purchaser changes the delivered product, or has it altered by third parties without consent of the Supplier and as a result the elimination of the defect becomes impossible or unreasonably more difficult. In any case, the Purchaser shall bear the additional costs of remedying the defect incurred by the change.

VII. Liability for Defects, Statute of Limitations

1. The Supplier shall be liable in accordance with the statutory provisions for any negligent or intentional breach of material contractual obligations by the Supplier, i.e. contractual obligations, the performance of which characterize the contract, which are necessary for its proper performance and which the contracting party may regularly rely on being complied with. For all other breaches of contract, the Supplier shall only be liable if damage has been caused intentionally or through gross negligence by one of its legal representatives, an employee or another vicarious agent.

2. Insofar as the Supplier did not act intentionally, the Supplier shall only be liable for typically occurring foreseeable damage.

3. Liability under the Product Liability Act remains unaffected; this also applies to liability for negligent or intentional injury to life, body or health. When assuming a guarantee, the Supplier shall be liable in accordance with the statutory provisions.

4. Unless otherwise stipulated above, claims for damages against the Supplier for breaches of duty are excluded.

5. Insofar as the liability of the Supplier is excluded and limited, this also applies to the personal liability of the Supplier's legal representatives, employees and other vicarious agents.

6. Claims for damages according to the above Sec. 1 to 3 of this Article VII expire within the statutory periods. The limitation period for claims for defects according to Sec. 438 para 1 German Civil Code (BGB) is – except for intent and subject to Sec. 7 of this Article VII – 12 months and starts from delivery or, if acceptance is required, from acceptance.

7. A claim for damages for breach of the obligation to supplementary performance according to Sec. 437 para. 1, Sec. 439 German Civil Code (BGB) exists only if, during the 12-month limitation period acc. to section 6 of this Article VII both (i) the Purchaser demands supplementary performance, and (ii) the Supplier has violated its supplementary performance obligation.

8. Claims for damages shall only persist under the provisions in Article VII. Further claims for damages of the Purchaser against the Supplier due to a defect are excluded. The special statutory provisions for the delivery of the goods to a consumer shall remain unaffected.

VIII. Intellectual Property Rights

1. Insofar as the Purchaser provides specifications for deliveries and services, the Purchaser shall ensure that the goods, insofar as the Supplier delivers them in accordance with the Purchaser's specifications, do not infringe third-party rights.

2. In all other respects, the following shall apply: If a third party asserts a justified claim against the Purchaser based on an infringement of third-party intellectual property rights by deliveries made by the Supplier and used by the Purchaser in accordance with the contract, the Supplier shall be liable to the Purchaser within the warranty period (Article VII Sec. 6) as follows:

a) The Supplier shall, at its own discretion, obtain a right of use for the respective delivery item or modify or replace it in such a way that no third-party rights are infringed anymore, and the delivery item continues to fulfill its contractually agreed functions. However, if this is not possible for the Supplier with reasonable effort, the Purchaser shall be entitled to withdraw from the contract or to demand a reduction of the purchase price in accordance with the statutory provisions.

b) The Supplier's obligation to pay compensation for damages shall be subject to the provisions of Article VII.

c) The aforementioned obligations of the Supplier shall only apply if and to the extent the Purchaser does not acknowledge a breach to a third party without the prior express consent of the Supplier and the Supplier retains the right to take all defense measures and negotiate a settlement, or in case of a final judgement.

3. Claims of the Purchaser are excluded to the extent he is responsible for the infringement of the third-party intellectual property rights.

4. Claims of the Purchaser shall also be excluded if the infringement of the third-party intellectual property rights was caused

a) By an application or use of the respective good not foreseeable for the Supplier or not agreed by the parties or

b) By the Purchaser modifying the delivered good or using it together with products that were not delivered by the Supplier, unless the Supplier has agreed in advance.

5. In case of infringements of the third-party intellectual property rights, the provisions of Article VI Sec. 3 to 6 shall apply accordingly to the Purchaser's claims pursuant to Sec. 2 a) of this Article VIII.

6. The Purchaser shall inform the Supplier without undue delay in writing an e-mail as soon as claims regarding the infringement of third-party rights are asserted against the Purchaser. Sec. 377 German Commercial Code (HGB) remains unaffected.

IX. Export Control

1. The Supplier does not sell its products to countries for which the EU or the USA have issued an embargo.

Therefore, if, after the conclusion of the contract, it turns out that the Purchaser resides or is based in a country for which an embargo is issued or intends to make a further delivery to such country, the Supplier is entitled to immediately withdraw from the contract.

2. The Supplier is part of a US group of companies. As such, the Supplier verifies whether and to what extent a transaction with the Purchaser is permissible or subject to approval under US sanctions law (to the extent applicable to the Supplier).

3. The Purchaser acknowledges that the products of the Supplier are partly manufactured in the USA and may be subject to export restrictions of the USA. In the event of a resale, the Purchaser shall ensure that, in addition to European restrictions, these restrictions are also complied with and shall also impose this obligation on its purchaser.

X. Confidentiality

1. The Purchaser is obliged to keep all information that become known in connection with the performance of the contract as confidential, neither to use it for his own or third parties' purposes outside of this contract nor to make it available to third parties. This obligation applies for the duration of this contractual relationship as well as after its termination. The Purchaser shall impose this obligation of confidentiality, including the prohibition of use, on his employees and other representatives and agents. Further confidentiality obligations of any confidentiality agreement or development contract concluded between the parties shall remain unaffected.

2. The obligation to maintain confidentiality and the prohibition of use shall not apply if and to the extent that the information (i) was already known to the Purchaser before disclosure by the Supplier, (ii) is, at the date of conclusion of the contract, generally available or will thereafter be made generally available, (iii) is made available to the Purchaser from a third party lawfully entitled to do so or (iv) is required to be disclosed to any authorities for the purposes of the contract, or to a court, or on the basis of any statutory obligations, provided that, if legally permissible, the Purchaser first gives prompt notice to the Supplier to permit him to oppose such requirement prior to disclosure. Sec. 5 German Law on the Protection of Business Secrets (GeschGehG) remains unaffected.

XI. Data Protection

The Supplier complies with the applicable provisions of the data protection law. Further information is available at <https://www.terepco.de/datenschutz/>

XII. Severability

1. If any provision of the contract or any provision subsequently added to the contract is or becomes invalid or void in whole or in part, or if the contract contains any omission, the validity of the remaining provisions shall not be affected thereby.

2. The parties shall agree on a valid substitute provision that comes as close as possible in meaning and effectiveness to the original provision.

XIII. Jurisdiction, Applicable Law

1. If the Purchaser is a merchant (Sec. 1 German Commercial Code), a legal person under public law or special assets (Sondervermögen) under public law, or has the Purchaser no general venue in Germany, the sole place of jurisdiction for all disputes derived directly or indirectly from the contractual relationship between the parties shall be the registered seat of the Supplier. The Supplier is also entitled to assert its claims at the general place of jurisdiction of the Purchaser.

2. These General Terms and Conditions for Deliveries and contractual relations between the Supplier and the Purchaser shall be subject to the laws of Germany without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.