

GENERAL TERMS AND CONDITIONS OF SALE OF JENZ GMBH

1. General

(1) These terms and conditions of sale apply exclusively with respect to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) BGB (Bürgerliches Gesetzbuch [German Civil Code]).

(2) These terms and conditions of sale form the exclusive basis for our deliveries, services and offers. These terms and conditions therefore apply to all future commercial transactions, even if they are not expressly agreed again. These terms and conditions are deemed to have been accepted at the latest upon receipt of the goods or services. The terms and conditions of the customer or third parties do not apply, even if we do not specifically reject their validity in individual cases. Even if we refer to a letter which contains the terms and conditions of the customer or a third parties or which makes reference to them, this shall not constitute consent to the validity of those terms and conditions.

(3) These terms and conditions also apply to all orders that are placed in our online shop. The range of goods in our online shop is aimed exclusively at buyers who have reached the age of 18 and who are deemed to be entrepreneurs within the meaning of Section 14 (1) BGB.

2. Conclusion of the contract

(1) Our offer and the presentation of the goods in the online shop are subject to change and non-binding. By placing an order, the customer makes a binding offer to purchase the product in question. We may accept orders within 24 working days of receipt. Confirmation of receipt of an order in the online shop does not constitute acceptance of an offer and therefore does not constitute a contract. The contract is only deemed to have been legally concluded as soon as we give our acceptance to the customer in writing (order confirmation) or ship the goods. Only the order confirmation including these terms and conditions of sale is decisive for the scope of the performance obligations. Our employees are not authorised to make oral collateral agreements or give oral assurances that go beyond the content of the written agreement.

(2) Brochure details, images, product descriptions, etc. should only be regarded as approximate. Drawings, illustrations, dimensions, weights or other performance data are only binding if this is expressly agreed in writing. We reserve our property and copyright exploitation rights to cost estimates, drawings and other documents (hereinafter: Documentation) without restriction. We reserve the right to make insignificant and/or standard deviations such as design changes as part of product improvement that do not impair usability and are reasonable for the customer; however, we are under no obligation to make such changes to products that have already been delivered.

3. Prices and payment terms

(1) Prices are stated in euros (EURO of the ECB) and apply (EX Works (EXW) Petershagen pursuant to INCOTERMS 2010) in Germany plus applicable VAT and do not include installation, commissioning and assembly costs or packaging, shipping, postage, insurance and delivery costs, customs duties, in the case of export deliveries prices do not include fees and other public charges. They are calculated on the basis of the salary, materials and other costs on the day our offer is submitted. If there is an increase in material and raw material prices, energy costs, wages and salaries, manufacturing or transport costs, we are entitled to calculate the resulting prices on the day of delivery as a result of cost increases that have actually occurred, unless delivery is made within four months after concluding the contract for a non-trading transaction.

(2) We are responsible for selecting the payment terms and the available payment methods. The customer will be shown these before placing its order. When purchasing on account, invoices are payable net within 14 days of the invoice date. Payments must be made in cash funds free of transaction charges, whereby payments to third parties, e.g. brokers or agents, are at the risk of the payer. Payment is only deemed to have been made when we have access to the funds. Payment orders, cheques and bills of exchange are only accepted subject to being redeemed in time and in full as conditional payment. Transfer and prolongation are not deemed to be fulfilment. The customer shall bear the costs of any discount, bill of exchange and collection. If transactions are subject to commission, payment must be made to us; the agreed commission only becomes due after receipt of the entire purchase price. Notwithstanding any customer provisions to the contrary, we are entitled to offset payments against the customer's older debts and will inform the customer of the form of offsetting. If costs and interest have already arisen, we are entitled to offset the payment first against the costs, then against the interest and finally against the main performance.

(3) In the case of late payment, we are entitled to charge interest in the amount of 9 percentage points above the relevant base rate pursuant to Section 247 BGB, irrespective of further claims for damages. If the customer defaults on a not inconsiderable part of the payment or if its cheques or bills of exchange are returned or if the requirements for a loan are no longer applicable, all of our claims against the customer shall become due for immediate payment. This also applies to originally deferred invoices and to bills of exchange or cheques due later. In that case, we are entitled to refuse to deliver goods from orders which include part deliveries

without liability for damages.

(4) If the customer's financial position deteriorates significantly after the contract has been concluded or if the poor financial situation only becomes apparent after the contract has been concluded, we are entitled to refuse deliveries that have not yet been carried out or to demand appropriate advance payments if the consideration is at risk.

(5) If advance payments and security deposits are not made within a reasonable period of time, we may withdraw from or terminate the contract without prejudice to further claims for damages. The consequences are determined in accordance with Clause 6 (2).

(6) It is only permissible to offset payment against counterclaims of the customer or to withhold payments due to such claims if the counterclaims are undisputed or legally established or result from the same order under which the delivery in question was made.

4. Delivery and transfer of risk

(1) The delivery and the associated transfer of risk generally takes place EX Works (EXW) Petershagen pursuant to INCOTERMS 2010. The risk of accidental loss and accidental deterioration of the goods is transferred to the customer upon notification of readiness for shipment, but at the latest when leaving the shipping point.

(2) We will only commission a forwarding agent or carrier of our choice when a separate agreement between the customer and us is present. In this case, the risk is transferred to the customer at the latest upon the handover of the goods (where the start of the loading process is decisive) to the person entrusted to execute the dispatch or when the goods have left our warehouse via shipping. This applies irrespective of the takeover of shipping costs or transportation. If nothing specific has been agreed, the type of delivery, the packaging, the transport route etc., is decided at our discretion. If the dispatch, delivery or the receipt is delayed for reasons for which the customer is responsible or the customer falls into default of acceptance, the risk is transferred to the customer upon the notification of readiness for shipment, or at the latest when the goods leave the shipping point.

(3) Transport insurance will only be taken out by special agreement at the request of the customer and at the customer's expense.

5. Delivery deadlines

(1) Delivery deadlines are generally non-binding and begin when the contract is concluded. They can only be bindingly agreed in writing. They are considered as being complied with if the customer has been notified of the readiness for dispatch before their expiry. If shipment has been agreed, delivery periods refer to the time of the handing over of the goods to the person designated to execute the delivery.

(2) Compliance with deadlines for deliveries requires the timely receipt of all Documentation to be provided by the customer and compliance with the agreed terms of payment and other obligations by the customer. If the customer delays or fails to take required or agreed cooperation measures, the delivery deadline is extended accordingly.

(3) We shall not be 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 - including strikes, lockouts, official orders, operational disruptions or failure of important production facilities/machines, delays in the supply of significant raw and building materials, shortages of materials and/or energy, also, for example, as a result of significant price increases, delays in transport and all cases of force majeure, even if they occur at our suppliers or their sub-suppliers, even if the deadlines and dates are bindingly agreed. The above also applies if the circumstances described occur during an already existing delay in delivery. They entitle us to postpone the delivery or service by the period of delay plus a reasonable lead time, or to withdraw from the contract in whole or in part due to the part of the contract that has not yet been fulfilled. Other rights of withdrawal remain unaffected.

(4) Storage costs after transfer of risk are to be borne by the customer. When stored by us, we charge the customer storage costs of 0.5% of the price of the delivery for each month commenced, but no more than 5%. The contracting parties may nevertheless provide evidence of higher or lower storage costs.

6. Cancellation, delay in acceptance

(1) We grant the customer of a new machine a free right of cancellation up to two weeks after the order date. Irrespective of this, a legal agreement with us only comes into existence in accordance with Clause 2 (1).

(2) If the customer for a new machine cancels the order at a later date or if another customer cancels, for whatever reason, without this being caused by us, we have the right to demand a flat fee or a fixed compensation (cancellation costs) from the customer, the amount of which is determined depending on the time of cancellation in relation to the expected/agreed delivery date: up to 6 weeks before, the cancellation costs amount to 15%, and with less than 6 weeks, 20% of the net order total. The cancellation costs will be set at a higher or lower amount if we can show lower costs or higher saved expenses for the customer.

(3) Cancellation in accordance with paragraph (2) is the same if the customer

does not provide/does not provide in time an agreed financing confirmation or if we withdraw from the contract or terminate it for reasons for which the customer is responsible.

(4) The customer is obliged to accept the goods within 7 days of receipt of the notification of availability. If the goods are not accepted, we can make use of our statutory rights. If we demand compensation for damages, this will amount to 20% of the net order amount. The compensation will be set at a higher or lower amount if we can show lower damage or the customer shows that less damage or no damage at all occurred.

7. Retention of title

(1) The goods remain our property until the claim owed to us has been settled. If the customer is a merchant within the meaning of the HGB (Handelsgesetzbuch [German Commercial Code]), we retain title to all delivery items until all claims, including future and conditional claims, arising from the business relationship have been settled.

(2) The customer is not entitled to pledge goods that are subject to retention of title or to assign them as security. We must be notified immediately of any third-party influences on these goods, in particular seizures. If third parties lay claims to the goods, in particular in the case of seizures, the customer will give notice of our ownership and notify us immediately to enable us to enforce our property rights. If the third party is not in a position to reimburse us for the associated judicial or extrajudicial costs incurred in this connection, the customer shall be liable for them.

(3) If the customer acts in breach of contract - in particular default of payment - we are entitled to withdraw from the contract and to demand the return of the reserved goods. The customer is obliged to keep us informed of the location of the goods at all times until they have been paid for in full.

8. Liability for material defects

(1) The goods are delivered free of design, manufacturing and material defects; the period for asserting any claims for defects is one year from the transfer of risk for newly manufactured items. The reduced limitation period according to page 1 does not apply to liability for damage in the case of wilful intent and gross negligence, or in the case of death, physical injury or damage to health, in the case of malice or in the event that we assume a guarantee. In these cases the statutory limitation period applies. Used goods are sold under exclusion of any liability for material defects.

(2) If our operating or maintenance instructions are not followed, changes are made to the goods, parts are replaced or consumables are used which do not correspond to the originals, claims for defects in the goods shall not be valid if the customer does not refute a corresponding substantiated assertion that only one of these circumstances caused the defect. The same applies if defects are due to poor installation, faulty assembly, poor maintenance, incorrect or negligent handling or storage, improper repairs not carried out by us, modifications without our written consent, excessive use, unsuitable conditions of use and operating materials as well as chemical, electrochemical or electrical influences for which we are not responsible and weather or other natural influences. Finally, claims for defects will not be considered in the event of an insignificant deviation from the agreed quality, insignificant impairment of usability or natural wear and tear.

(3) Claims for material defects on the part of the customer presuppose that the customer has properly complied with its obligations to inspect the goods and give notice of defects in accordance with Section 377 HGB, otherwise complaints are irrelevant: The customer must notify our customer service management of any defects in writing immediately, but no later than one week after receipt of the goods. Defects that cannot be discovered within this period, even with careful inspection, must be notified to us in writing immediately upon discovery.

(4) If the customer notifies us that the goods are defective, we are entitled at our discretion and at our expense to rectify the defect (e.g. by repair) or deliver a replacement. Claims of the customer due to expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the goods have subsequently been moved to a place other than the customer's place of business, unless the transfer corresponds to the intended use.

(5) Without prejudice to any claims for damages, the customer can withdraw from the contract or reduce the payment if subsequent performance fails within a reasonable period.

(6) Only the direct customer is entitled to make claims against us due to defects and they are not transferable.

(7) In the event of notifications of defects, the customer may withhold payments to an extent that is proportionate to the material defects that have occurred. If a complaint is made unjustly, we are entitled to demand that the customer reimburse us for any expenses incurred.

(8) In the case of parts sent to us by the customer for completion, reconditioning or reworking, we accept no liability for their behaviour during processing; if the material becomes defective as a result, we must be reimbursed for the costs incurred for processing unless the damage is due to an intentional or grossly negligent breach of duty on our part, on the part of our vicarious agent or a breach of duty that is essential for the purpose of the contract. This limitation of liability does not apply to personal injury.

9. Liability

(1) Claims by the customer for damages and reimbursement of expenses, on whatever legal basis, in particular for breach of obligations under the contract or in tort, are limited in accordance with this Clause 9.

(2) We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, unless it constitutes a breach of material contractual obligations. Material contractual obligations include delivery of the delivery item free of defects of title as well as such material defects which impair its functionality or usability more than just insignificantly, as well as advisory, protection and custodial obligations which are intended to enable the customer to use the delivery item in accordance with the contract or which are intended to protect life and limb of the customer's personnel or to protect its property from considerable damage.

(3) Insofar as we are liable for damages on the merits pursuant to Clause 9 (2), this liability shall be limited to damage that is typically foreseeable under the contract; claims for lost profit, expenses not incurred, from third party claims and for other indirect and consequential damages cannot be demanded. This, in turn, does not apply if a quality feature guaranteed by us is specifically intended to protect the customer against such damage.

(4) In the case of liability for simple negligence, our obligation to pay compensation for material damage and resulting further financial losses is limited to an amount of EUR 10,000,000 per case of damage, even if it involves a breach of material contractual obligations.

(5) Where our liability is excluded or limited, such provision also applies to our employees, workers, representatives and other agents.

(6) The limitations of this Clause 9 do not apply to our liability for guaranteed characteristics according to the Product Liability Act (Produkthaftungsgesetz), in cases of intent, gross negligence or due to death, physical injury or damage to health. The above provisions do not reverse the burden of proof to the customer's detriment.

10. Closing Provisions

(1) All side agreements, amendments and supplements to the contract are only valid in written form.

(2) If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of performance is 32469 Petershagen and place of jurisdiction for all disputes arising from the contractual relationship, including cheques, bills of exchange and deeds, is the court with jurisdiction for our registered office. However, we shall also be entitled to bring an action against the customer at its general place of jurisdiction.

(3) German law excluding the United Nations Convention on the International Sale of Goods (CISG) applies exclusively to all contracts between the parties.

(4) In the event of deviations between the German and a translated version of these terms and conditions, the German version shall always take priority.

(5) Where written form is required in these provisions for messages or declarations, the requirement of written form is also satisfied by fax or email.

(6) If any of the individual provisions of these terms and conditions are or become invalid or void, the validity of the remaining provisions shall be unaffected. Together with the customer in good faith, within reason we shall replace any invalid provisions with provisions that come as close as possible to the economic purpose of the contract without thereby materially modifying the content of the contract. The same shall apply in the event that there is no express provision for circumstances requiring a provision between the parties.

All information as of: September 2020