

General Terms and Conditions of Business

1. Scope

1.1. These Terms and Conditions apply to all deliveries and services provided by KRÄMER + GREBE GmbH & Co. KG for customers. Other contractual clauses of the customer do not apply if they conflict with these Terms and Conditions. This applies in particular, but not exclusively, to offers of the customer, its general terms and conditions, delivery, payment and contractual conditions, any other clauses of the customer and any preliminary contracts or other correspondence in connection with conclusion of the contract, unless expressly agreed otherwise in writing.

1.2. These Terms and Conditions of Sale and Delivery also apply to all future deliveries and services provided by KRÄMER + GREBE GmbH & Co. KG to the customer, even if they are not expressly agreed again. They apply only to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB). The obligations of Section 312 e(1) no. 1-3 BGB are waived.

2. Ordering

2.1. All offers on our side are subject to change and non-binding.

Quality agreements shall be made in writing. We reserve the right of ownership and copyright to cost estimates, drawings, data and other documents; they may not be made accessible to third parties.

2.2. Unless otherwise specified, delivery shall be made uninsured at the expense and risk of the customer to the place of receipt or use named or to be named by the customer. The risk is transferred to the customer on handover to the person designated to carry out the transport. This also applies in the case of an obligation to deliver to the customer's location on the part of KRÄMER + GREBE GmbH & Co. KG.

2.3. In the case of an obligation to deliver or dispatch, KRÄMER + GREBE GmbH & Co. KG is entitled to determine the means of transport and transport routes. Deviating agreements shall be made in writing.

3. Prices

3.1. Our prices are ex-works including loading at the factory, but excluding the costs of packaging, shipping and insurance. These costs shall be paid separately by the customer, unless we expressly confirm in writing that we will meet them. All prices quoted by us are exclusive of statutory value added tax. In the event of a change in the calculation basis, the right to price adjustment remains reserved.

3.2. If the prices are freight paid, freight cost increases occurring after order confirmation shall always be met by the customer. Freight details are without guarantee. For goods sold by weight, the official weight determined on departure of the railroad wagon is decisive.

4. Payment terms

4.1. Unless otherwise agreed in writing, net payment shall be made in cash within 30 days of the invoice date. This also applies to the acceptance of early deliveries. We are entitled at any time to demand payment concurrently against delivery without giving reasons.

4.2. Bills of exchange, cheques and other means of payment shall only be accepted on account of performance. For these means of payment, the day on which we are able to dispose of the amount or - if there was a culpable delay on our part - could have disposed of it with proper processing shall be deemed to be the date of receipt of payment.

5. Offsetting, right of retention

5.1. In the event of defective delivery, the customer is entitled to withhold payment pro rata in terms of value until proper fulfillment.

5.2. We are entitled to assign claims against the customer or to have them collected by third parties without the customer's prior written, verbal or other consent.

5.3. The customer is only entitled to offset counterclaims that have been legally established, are ready for decision, are undisputed by us or with regard to which we have expressly agreed to offsetting in writing. A right of retention of the customer also exists only in the cases mentioned in sentence 1.

5.4. Rights of retention and offsetting on our part are not subject to any restrictions. The statutory provisions apply in this respect.

6. Delivery, delivery period, methods, delay in delivery

6.1. Agreed dates and deadlines are binding only if they are confirmed by us in writing.

6.2. A confirmed delivery date is subject to correct, complete and timely upstream delivery to us. In the event of non-delivery to KRÄMER + GREBE GmbH & Co. KG by an upstream supplier, both parties are entitled to withdraw from the contract. The liability of KRÄMER + GREBE GmbH & Co. KG shall be waived in the cases of sentences 1 and 2 only if the defective, delayed or completely missing upstream delivery is not the result of a breach of obligation for which we are responsible. Section 12 of these Terms and Conditions remains unaffected.

6.3. In the absence of any other written agreement, the timely provision of the goods for dispatch in the case of an obligation to dispatch, for delivery in the case of an obligation to deliver and for collection in the case of an obligation to allow collection, and the corresponding notification of the customer shall be definitive for compliance with the delivery date or the delivery period.

6.4. Goods delivered early must be accepted by the customer. No reservation of the right to return deliveries at our expense has been agreed and such reservation requires an express, written agreement between the parties. If the customer stores the goods until the agreed delivery date, they shall bear the costs incurred for this. Storage is carried out at the customer's risk.

6.5. Partial deliveries are permitted, provided that this does not result in any unreasonable disadvantages for the customer.

6.6. In the event of a delay in delivery, KRÄMER + GREBE GmbH & Co. KG is not obliged to compensate the customer for the damage caused by the delay in relation to loss of profit or interruption of operations.

6.7. Compliance with the delivery period presupposes fulfillment of the customer's contractual obligations. If KRÄMER + GREBE GmbH & Co. KG is in default with the service to be provided by it, the grace period set by the customer shall take proper account of the performance options available to KRÄMER + GREBE GmbH & Co. KG.

6.8. If the contractually agreed delivery date is unilaterally postponed by the customer for more than six (6) weeks, the customer is obliged to pay the expenses incurred up to the original delivery date and the additional costs incurred by the company as a result of the postponement, following invoicing and proof and with payment due immediately. The obligation of the customer exists regardless of whether the customer is responsible for the postponement of the delivery date or it has been caused by third parties.

6.9. Section 12 of these Terms and Conditions remains unaffected by the provisions of this clause.

7. Force majeure

Force majeure, industrial disputes, riots, pandemics, official measures and other unforeseeable, unavoidable and serious events shall release the contractual partners from their performance obligations for the duration of the disruption and to the extent of its effect. This also applies if these events occur at a time when the contractual partner affected by them is in default. The contractual partners are obliged to provide the necessary information immediately as far as is reasonable and to adapt their obligations to the changed circumstances in good faith.

8. Quality

Changes to the delivery item do not require the prior written consent of the customer and are permissible insofar as they are requested by the customer, are expedient in view of the state of the art or are based on a further development of the product.

9. Defects, notification of defects, notification deadlines

9.1. Section 377 of the German Commercial Code (HGB) applies without restriction between the partners, with the resulting obligations regarding incoming inspection on the part of the customer. Our outgoing goods inspection is not a substitute for the incoming goods inspection of the customer, which is incumbent on them under Section 377 HGB.

9.2. The customer shall report defects and discrepancies in the accompanying documents due to shipping damage and other defects within two working days of delivery, insofar as they are openly apparent. The notice period for defects that become apparent during a proper inspection is seven working days from delivery to the customer, for hidden defects it is seven working days from discovery by the customer or knowledge of such persons whose knowledge is to be expected according to the relevant statutory provisions.

9.3. The goods delivered by KRÄMER + GREBE GmbH & Co. KG are free of material defects if their characteristics are within the generally accepted, production-related tolerances. Weights and dimensions, illustrations, drawings and all other product information in brochures or offers subject to change are non-binding. Deviations do not constitute a defect. If the delivered goods correspond to the sampled goods approved by the customer, there is no defect.

10. Warranty rights

10.1. In the case of delivery of defective goods, the customer may assert the statutory rights in the case of defects, if the relevant provisions and the following conditions are met and unless otherwise agreed.

10.2. The place of performance for the assertion of rights regarding defects is the headquarters of KRÄMER + GREBE GmbH & Co. KG.

10.3. The customer's rights regarding defects are limited to supplementary performance in the first instance. If the supplementary performance fails, the customer is entitled, at their discretion, to reduce the cost or withdraw from the contract. This is without prejudice to the statutory provisions according to which the right of reduction and withdrawal may also be granted for other reasons.

10.4. As part of the supplementary performance, KRÄMER+ GREBE GmbH & Co. KG shall make a choice between repair and replacement delivery at its reasonable discretion. Repair and replacement delivery are always carried out solely on the basis of goodwill and without recognition of any legal obligation.

10.5. Insofar as the customer should be entitled to exercise the right to choose between repair and replacement delivery, their claim for supplementary performance is limited to their chosen variant of supplementary performance until such time as that variant proves to be impracticable or KRÄMER+ GREBE GmbH & Co. KG refuses to carry out supplementary performance by means of the chosen variant. The right of the customer to assert further claims regarding defects (reduction of cost, withdrawal, damages) due to failure of the supplementary performance under the statutory conditions remains unaffected.

10.6. In the event of a culpable breach of obligation by KRÄMER + GREBE GmbH & Co. KG that goes beyond the obligation to provide the main service (e.g. in the event of an obligation to provide information or advice or carry out an inspection), the customer may claim compensation for the resulting consequential damage and for the compensation due for consequential damage to their customers solely in accordance with Section 12. Consequential damage is the

damage that the customer has suffered to legal assets other than the goods themselves, in particular financial damage.

10.7. Insofar as the customer asserts claims for damages due to a defect, the provisions of Section 12 shall apply in addition to this section.

10.8. The regulations concerning the recourse of the entrepreneur according to Section 478 BGB remain unaffected by this clause, insofar as sales contract law is relevant.

10.9. Claims for defects do not arise if the defect is due to a breach of operating, maintenance or installation regulations, unsuitable or improper use, incorrect or negligent handling, natural wear and tear or interventions in the delivery item made by the customer or third parties, insofar as these are attributable to the customer's area of risk according to the contractual agreement of the parties.

10.10. The statutory limitation provisions apply to the purchaser's rights regarding defects, with the proviso that their rights regarding defects expire in four years if the purchase object comprises a building or an object that has been used as a building in accordance with its usual use and this has caused the defect; otherwise, they expire at the end of twelve months.

10.11. In the event of defective delivery, claims of the customer arising from the Product Liability Act, tort and management without an order remain unaffected by this clause.

10.12. Guarantees, in particular quality and durability guarantees, shall be expressly designated as such and agreed in writing in detail. The agreement of guarantees shall take written form to be effective.

11. Liability

11.1. An obligation of KRÄMER + GREBE GmbH & Co. KG to pay compensation essentially presupposes a fault on the part of KRÄMER + GREBE GmbH & Co. KG or a fault attributable to it with regard to the damage caused by it. The limitation provisions of Section 438 BGB and/or Section 634 a BGB also apply to compensation for damages incurred to another legal asset of the customer protected against anyone (e.g. property, body, etc.), insofar as Section 438 BGB and/or Section 634 a BGB fundamentally apply to the contract. The regulations of Section 10.10 apply accordingly. For liability in terms of reason and amount, the following paragraphs of this section shall be observed.

11.2. KRÄMER + GREBE GmbH & Co. KG is liable without limitation for culpability for personal injury. Otherwise, it is only liable for damages in the event of intentional or grossly negligent breaches of obligation by itself, its legal representatives or the persons it uses to fulfil its obligations. In the case of minor negligence in the breach of an obligation by KRÄMER + GREBE GmbH & Co. KG itself or the aforementioned persons, KRÄMER + GREBE GmbH & Co. KG is only liable for damages if the breach of obligation constitutes a violation of material contractual obligations. A material contractual obligation in the aforementioned sense is one the fulfillment of which makes the proper execution of the contract possible in the first place or on compliance with which the contractual partner regularly relies and may expect to rely. In the case of minor negligence, any liability is limited in amount to the damage typical for the contract.

11.3. If action is taken against the customer on the basis of strict liability as a result of mandatory provisions applicable to a third party, KRÄMER + GREBE GmbH & Co. KG shall indemnify the customer only to the extent that it is required to do so under statutory provisions, taking account of these General Terms and Conditions.

11.4. The principles of Section 254 BGB shall apply mutatis mutandis to compensation for damages between KRÄMER + GREBE GmbH & Co. KG and the customer. This also applies in the event of a direct claim against KRÄMER + GREBE GmbH & Co. KG.

11.5. The obligation to pay compensation is excluded if the customer has effectively limited the liability vis-a-vis their contractual partner. In doing so, the customer shall make every effort to agree on limitations of liability to the legally permissible extent, including in favor of KRÄMER + GREBE GmbH & Co. KG. They undertake to do so.

11.6. Claims of the customer are excluded to the extent that the damage is attributable to violations of operating, maintenance or installation regulations attributable to the customer, to inappropriate or improper use, incorrect or negligent treatment, natural wear and tear or faulty repair, insofar as these are attributable to the customer's sphere of risk according to the contractual agreement.

11.7. The customer shall inform and consult KRÄMER + GREBE GmbH & Co. KG immediately and in full if they intend to make a claim against it in accordance with the above regulations. They must give KRÄMER + GREBE GmbH & Co. KG the opportunity to investigate the claim. The parties shall agree on the measures to be taken, in particular in settlement negotiations.

11.8. The limitations and exclusions of liability in accordance with this section apply to the same extent in favor of the legal representatives, the executive and non-executive employees, other vicarious agents and subcontractors of KRÄMER + GREBE GmbH & Co. KG.

12. Contractual penalties, lump-sum compensation

Regardless of the type of damage (claims for defects, compensation instead of or in addition to performance, compensation for default, product liability, etc.), the customer shall specifically calculate the damage caused. There is no entitlement to lump-sum compensation and no contractual penalties have been agreed between the parties. Agreement of lump-sum compensation and contractual penalties can only be made on an individual contractual basis and must take written form.

13. Retention of title

13.1. KRÄMER+ GREBE GmbH & Co. KG only delivers to the customer on the basis of the retention of title described in more detail below. This also applies to all future deliveries, even if KRÄMER + GREBE GmbH & Co. KG does not always expressly refer to this.

13.2. The delivery items shall remain the property of KRÄMER + GREBE GmbH & Co. KG until full payment of all claims arising from the business relationship, including ancillary costs incurred (discount charges, refinancing or reversal interest, etc.), even if they have been ordered for resale or the customer has been granted a term of payment (reserved goods). The reserved goods may only be passed on in the ordinary course of business.

13.3. In processing these goods, the customer does not acquire ownership of all or part of the items produced; the processing is carried out free of charge exclusively for KRÄMER + GREBE GmbH & Co. KG. Should the retention of title nevertheless expire for any reason, KRÄMER+ GREBE GmbH & Co. KG and the customer hereby agree that ownership of the items shall be transferred to KRÄMER + GREBE GmbH & Co. KG with the processing; the latter shall accept the transfer of ownership. The customer shall remain their custodian free of charge.

13.4. When processing with goods that are still in third-party ownership, we shall acquire co-ownership of the new items. The extent of this co-ownership results from the ratio of the invoice value of the goods delivered by us to the invoice value of the other goods.

13.5. The customer hereby assigns to KRÄMER + GREBE GmbH & Co. KG the claim arising from a contract for the transfer of the reserved goods (as a rule, but not exclusively, the purchase price claim), including value added tax and including where the goods have been processed. KRÄMER +

GREBE GmbH & Co. KG hereby accepts the assignment. If the customer receives such a claim settled by payment to a bank account, they hereby assign the claim against the bank to KRÄMER + GREBE GmbH & Co. KG, which hereby accepts the assignment.

13.6. If, in addition to the seller's goods subject to retention of title, the processed product contains only items that either belong to the customer or have been delivered under the so-called simple reservation of title, the buyer shall assign the entire claim for the purchase price to KRÄMER + GREBE GmbH & Co. KG. In the other case, i.e. if there is advance assignment to several suppliers, KRÄMER + GREBE GmbH & Co. KG is entitled to a fraction of the claim, corresponding to the ratio of the invoice value of its reserved goods to the invoice value of the other processed items.

13.7. KRÄMER + GREBE GmbH & Co. KG undertakes, at the request of the customer, to release the securities to which it is entitled under the above conditions at its discretion, provided that the realizable value of the securities exceeds the claims to be secured by more than ten percent.

13.8. The customer undertakes to treat the purchased item with due care as long as ownership has not yet been transferred to them. In particular, the customer is obliged to insure it at their own expense against theft, fire, breakage and water damage at replacement value. KRÄMER + GREBE GmbH & Co. KG is entitled to take out this insurance at the expense of the customer. If maintenance and repair work has to be carried out, the customer shall carry it out in a timely manner at their own expense. As long as ownership has not yet been transferred, the customer shall notify KRÄMER + GREBE GmbH & Co. KG immediately in writing if the delivered item is seized or subjected to other interventions by third parties.

13.9. The customer is not entitled to pledge the delivery item or to assign it as security for the duration of the retention of title.

14. Use of production equipment and information provided by the customer

14.1. Patterns, dies, templates, samples, tools and other means of production and information provided to KRÄMER + GREBE GmbH & Co. KG by the customer and paid for in full by the latter may also be used by KRÄMER + GREBE GmbH & Co. KG for deliveries to third parties without the prior consent of the customer. This applies to confidential information, insofar as it is used but not disclosed. The ownership rights to these objects are determined in accordance with the statutory provisions.

15. Safety regulations

15.1. The customer is expressly informed that the relevant national safety regulations must be observed. Insofar as there are safety regulations in the customer's country for delivery abroad, in particular for approval, maintenance and handling of the delivery items, the customer alone is obliged to comply with them.

15.2.

The customer shall indemnify KRÄMER+ GREBE GmbH & Co. KG against all claims of third parties resulting from a breach of such regulations.

16. General provisions

16.1. When determining the amount of any compensation claims to be met by KRÄMER + GREBE GmbH & Co. KG, the economic circumstances of KRÄMER + GREBE GmbH & Co. KG, the type, scope and duration of the business relationship, any contributory causative and/or culpable negligence by the customer and all other circumstances of the individual case in accordance with Section 254 BGB must be taken into account appropriately in favor of KRÄMER+ GREBE GmbH & Co. KG. In particular, the compensation, costs and expenses that we bear shall be proportionate to the value of the order.

16.2. If a contractual partner suspends payments or if insolvency proceedings are filed against their assets or an out-

of-court settlement procedure is instigated, the other contractual partner is entitled to withdraw from the contract and/or terminate it for the unfulfilled part.

16.3. Should any provision of these Terms and Conditions or of the other agreements made be or become invalid, this shall not affect the validity of the rest of the contract. The contracting parties are obliged to replace the ineffective provision with a provision that is as similar as possible in terms of economic result.

16.4.

The law of the Federal Republic of Germany applies exclusively. The application of the United Nations Convention of March 11, 1980 on Contracts for the International Sale of Goods is excluded.

KRÄMER+ GREBE GmbH & Co. KG

16.5. Subject to special provisions in these Terms and Conditions, the place of performance is governed by the statutory provisions. Deviating agreements may be made only on an individual basis and must take written form, unless they are already included in these Terms and Conditions.

16.6. The place of jurisdiction for all legal proceedings is the registered office of KRÄMER + GREBE GmbH & Co. KG, provided that the customer is a merchant, a legal entity under public law or a special fund under public law. KRÄMER + GREBE GmbH & Co. KG also has the right, at its own discretion, to take action against the customer at its general place of jurisdiction.

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