

## General Terms and Conditions of Purchase of the company Lübbers Anlagen- und Umwelttechnik GmbH

The following General Terms and Conditions of Purchase are applicable to all orders of Lübbers Anlagen- und Umwelttechnik GmbH.

### 1.0 Conclusion of contract

- 1.1 We order exclusively on the basis of our General Terms and Conditions of Purchase. No other terms and conditions shall become part of the contract, even if we do not explicitly reject them. The tacit acceptance of deliveries or services of the contractor as well as payments by us, shall not constitute agreement with conflicting, deviating or supplementing terms and conditions of the contractor. These General Terms and Conditions of Purchase shall also apply to all future contractual relationships with the contractor.
- 1.2 Orders, delivery call-offs, all forms of contract as well as amendments or extensions thereof, shall only be effective if made in writing. The written form shall also apply as satisfied if the declarations are sent by facsimile, email or other remote data transfer. A signature is not required in order to satisfy the written form. The above requirement of the written form is also applicable to cancellation of this agreement on form.
- 1.3 Separate reference must be made in the order confirmation to any deviations from the customer's order. Such deviations shall only be valid if confirmed by the customer.
- 1.4 No remuneration shall be paid for visits or for the preparation of quotations, projects etc. This shall also apply if the contract does not come about.
- 1.5 Conclusion of the contract must be treated as confidential. Reference to business relationships with us in advertising materials is only permitted with our written consent.
- 1.6 The contracting parties undertake to treat all commercial or technical details that are not common knowledge and of which they become aware through the business relationship, as business secrets. Corresponding obligations must be imposed on subcontractors. If one of the contracting parties recognises that information, to be treated as confidential, falls into the hands of an unauthorised third party or that a confidential document has been lost, it shall inform the other contracting party of this immediately.
- 1.7 We can also demand alterations to the item sold even after conclusion of the contract, provided this is reasonable for you. This contractual alteration must take appropriate account of the effects on both sides, in particular in terms of the additional or lesser costs as well as the delivery dates.
- 1.8 Customary commercial clauses must be interpreted in accordance with the respectively applicable Incoterms.

### 2.0 Prices, dispatch, packing

- 2.1 The prices agreed are fixed prices and are to be understood as excluding statutory value added tax.
- 2.2 In the absence of any express, written agreement to the contrary, the prices are to be understood as DAP named delivery address in accordance with INCOTERMS 2020. If no delivery address is stated and nothing else has been agreed, the customer's registered office shall apply as delivery address.
- 2.3 The contractor is obliged to pack and load the items sold such that the intactness of the delivery during loading, transport and unloading is ensured. The contractor shall be liable for damage to the items sold resulting from insufficient packing. If the customer is required to bear the costs of transport and/or packing, the contractor shall be obliged to select the respectively most cost-favourable form of transport and/or packing; this must simultaneously ensure the intactness of the delivery. Your obligation to take back the packing shall be based on the statutory provisions. Only environmentally friendly packing materials must be used.
- 2.4 Each delivery must be notified to us by dispatch note immediately it is carried out. This dispatch note must be broken down by type, quantity and weight. Our order number must be stated on dispatch notes, waybills, invoices and in all correspondence with us.
- 2.5 We shall assume only the quantities or numbers of pieces ordered by us. Over-deliveries, under-deliveries or partial deliveries are only permitted in accordance with agreements made with us in advance.
- 2.6 Dispatch shall be at your risk. The risk of any deterioration, including accidental loss, shall thus remain with you until delivery at the forwarding address or point of use specified by us.

### 3.0 Invoicing and payment

- 3.1 Invoices must be sent to us in duplicate, together with all corresponding documents and data, separately and in correct form following delivery. Incorrect invoices shall not apply as received by us until such time as corrected.
- 3.2 Payment shall be effected in the normal commercial manner – either within 14 calendar days with 3% settlement discount or after 45 calendar days strictly net, calculated from the date of delivery/performance and receipt of the invoice.
- 3.3 Acceptance test certificates, documentation, assembly and operating instructions as well as documents concerning maintenance and repair, are an integral constituent of the scope of delivery and must be sent to us on the agreed date. The period for payment of invoices shall not begin before receipt of the complete technical documentation.
- 3.4 If the contractor supplies certifications, test certificates, certificates of origin or similar, the information contained therein shall apply as assured features. If, on the basis of these documents, customs authorities demand other classifications upon import than those envisaged, the resulting additional costs shall be for the account of the contractor.
- 3.5 In the event of advance payment, you are required to provide appropriate collateral, e.g. bank guarantee, on request.
- 3.6 The contractor shall only be entitled to offset if its counterclaims have been established by declaratory judgment, are undisputed or have been recognised by the customer. The contractor shall only have a right of retention concerning claims that are undisputed or have been established by declaratory judgment.

### 4.0 Delivery dates, default on delivery, force majeure

- 4.1 The agreed delivery dates are binding. Authoritative for adherence to the delivery date or delivery period is receipt of the goods (including documentation) at the place of receipt or use, nominated by us. In cases of delivery with setting-up or assembly as well as performances under contracts for work and services, the decisive factor shall be completion of the total performances ready for acceptance.
- 4.2 If you recognise that an agreed deadline cannot be adhered to for any reason, you must inform us of this immediately and in writing, stating the reasons and the foreseeable duration of the delay.
- 4.3 In the event of default on delivery or performance, Lübbers Anlagen- und Umwelttechnik GmbH shall be entitled to demand lump-sum default damage of 0.5% of the agreed remuneration per week of default or part thereof, not however more than 5% of the agreed remuneration. Farther-reaching statutory claims (withdrawal and damages) are reserved.
- 4.4 If the agreed delivery date is not adhered to for reasons for which you are responsible, we shall, following unsuccessful passing of an appropriate period of grace set by us, be entitled to choose, at our discretion, between demanding damages for non-fulfilment, obtaining replacement procurement from a third party or withdrawal from the contract.
- 4.5 You can only invoke the absence of necessary documents, to be provided by us, if you have sent a written reminder requesting sending of the documents and have not received them within an appropriate period.
- 4.6 Force majeure and industrial disputes shall release the contracting parties from their obligations to perform for the duration of the disruption and in the scope of their effects. Within the scope of that which is reasonable, the contracting parties are obliged to provide the necessary information immediately, and to adjust their obligations to the changed circumstances in good faith. We shall be released from the obligation to accept the delivery/service ordered in part or in full and to withdraw from the contract in this respect, if the delivery/service can no longer be used by us – taking account of economic aspects – as a result of the delay caused by the force majeure or industrial dispute.
- 4.7 Early deliveries are only permitted with the prior, written consent of the customer. If delivery is made earlier than agreed, we reserve the right to return the delivery at your expense. If an early delivery is not returned, the goods will be stored by us at your expense and risk up until the delivery date. Payment of the invoice will be effected on time, based on the agreed date.

**5.0 Guarantee, warranty, replacement parts**

- 5.1 You hereby guarantee and warrant that all deliveries/performances comply with state-of-the-art technology, the relevant legal provisions and the regulations and guidelines of authorities, employers' liability insurance associations and professional associations. If deviations from these regulations are necessary in individual cases, you must obtain our written consent to these. Your warranty obligation shall not be limited by this consent. If you have reservations concerning the form of execution desired by us, you must inform us of this immediately and in writing.
- 5.2 Within the scope of economic and technical possibilities, you undertake to use environmentally friendly products and processes for your deliveries/services, and also for supplies or ancillary performances of third parties.  
You are liable for the environmental friendliness of the products and packing materials delivered, and for all consequential damage resulting from violation of your statutory disposal obligations. You will issue a certificate of quality for the goods supplied upon request by us.
- 5.3 We shall be unrestrictedly entitled to the statutory claims in the event of defects.
- 5.4 Quality and quantity variances shall by all means apply as reported on time if we report them to the contractor within 10 working days of receipt of the goods by us. Hidden material defects shall by all means apply as reported on time if we notify the contractor within 10 working days of discovery.
- 5.5 The limitation period for defect claims is 24 months, unless anything to the contrary has been expressly agreed. It shall begin upon handover of the item sold to us, or to the third party nominated by us, at the place of receipt or use prescribed by us.  
With devices, machines and plant, the warranty period shall begin on the date of acceptance as stated in our written declaration of acceptance. The warranty period for these is 24 months following acceptance, at the most however 30 months following delivery.  
The warranty period for replacement parts is 1 year following installation/commissioning, and shall end at the latest two years after delivery.
- 5.6 With delivered parts that could not remain in operation during investigation of a defect and/or removal of a defect, a current warranty period shall be extended by the duration of the interruption of operations.  
With parts repaired or supplied anew, the warranty period shall begin again upon completion of the repair or, if acceptance is agreed, upon acceptance. A written request for acceptance must be sent to us if applicable.
- 5.7 If claims are asserted against us for defectiveness of our product based on violation of official safety regulations or on the basis of domestic or foreign product liability regulations or laws, and if this defectiveness is attributable to a product of the contractor, we shall be entitled to demand compensation for this damage from you, in so far as it has been caused by the products delivered by you. In cases of fault-dependent liability, this shall however only apply if the contractor is at fault. In such cases, the contractor must demonstrate that it is not at fault if the cause of the damage is within the contractor's area of responsibility. This damage also includes the costs of a precautionary re-call action.
- 5.8 You must mark the items delivered such that they are permanently recognisable as your products.  
You must carry out state-of-the-art quality assurance suitable in terms of nature and scope, and must provide us with corresponding evidence on request. You will conclude a corresponding quality assurance agreement with us if we consider this necessary.
- 5.9 You will also take out insurance for an appropriate amount against all product-liability risks, including the risk of a re-call, and provide us with the insurance policy for inspection on request.
- 5.10 Our statutory claims shall not be affected by the rulings in this Number 5.
- 5.11 The contractor undertakes to keep spare parts available for the products delivered to us for a period of at least five years from delivery.

**6.0 Retention of title**

- 6.1 All deliveries and services shall pass to our full and unrestricted ownership upon takeover/installation, deliveries with assembly upon acceptance. The contractor hereby warrants that no third-party rights (e.g. retention of title, liens) whatsoever exist, and hereby indemnifies the customer against all claims of third parties in this respect.
- 6.2 Retention of title shall only apply as binding if agreed separately outside of the contractor's terms and conditions of business.

**7.0 Protected privileges**

- 7.1 You hereby guarantee and warrant that all deliveries are free from third-party protected privileges, and in particular that patents, licenses or other protected privileges of third parties are not violated by delivery and use of the delivered items.
- 7.2 You hereby indemnify us and our customers against third-party claims based on any violations of protected privileges, and shall bear all costs incurred by us in this context.
- 7.3 We are entitled to obtain approval for use of the corresponding delivered items and services from the authorised party at your expense.

**8.0 Concluding provisions**

- 8.1 Should individual parts of these General Terms and Conditions of Purchase be legally ineffective, the effectiveness of the other provisions shall remain unaffected.
- 8.2 You are not entitled to forward the order or significant parts thereof to third parties without our prior, written consent.
- 8.3 We shall treat your personal data in accordance with the German Federal Data Protection Act.
- 8.4 In the absence of any express agreement to the contrary, place of performance for the delivery obligation is the forwarding address or place of use desired by us. Place of performance for all other obligations of both sides is the customer's registered office.
- 8.5 If you suspend payments, if insolvency proceedings are opened against your assets, or judicial or extra-judicial settlement proceedings applied for, we shall be entitled to withdraw from the contract.
- 8.6 The contractual language is German. If the contracting parties use another language in addition, the German wording shall take priority.
- 8.7 Place of jurisdiction is Mülhausen / Thuringia if you are a merchant entered in the Commercial Register. Nevertheless, we reserve the right to take legal action against you at any other admissible place of jurisdiction. Subsidiary agreements must be made in writing in all cases. This shall also apply to cancellation of the requirement of the written form.  
Exclusively the law of the Federal Republic of Germany shall apply, subject to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods dated 11/04/1980.
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