General terms and conditions
of Selectrona GmbH
Industriering 19+21, 01744 Dippoldiswalde-Reinholdshain

Status as on: 5 October 2022

1 General provisions

1.1 These terms and conditions apply to all offers, contracts, deliveries and other services, including consultancy services, to business transactions with non-consumers as defined under § 310 para. 1 of the German Civil Code (BGB) and are part of the contract.

1.2 We hereby expressly object to any other or different general terms and conditions of the buyer. They do not apply even if the buyer has based his order or other declaration on them.

1.3. The terms and conditions also apply to all future business transactions, even if they are not expressly agreed upon once again.

2 Offers/orders and their conclusion

2.1 The offers in our sales documents and brochures or on the Internet are always subject to change, i.e. only to be understood as a request to submit an offer. Our offers are also subject to change unless they are described as binding in writing. Offers are valid for 60 days. Offers that do not include a deadline for acceptance are merely requests to submit an offer.

2.2 A contract is only considered to have been concluded when we confirm acceptance in writing after receiving an order or a project or deliver the ordered goods. If detailed, time-limited offers have been submitted, the offer can only be accepted within the deadline.

2.3 All technical documents remain our intellectual property. They may be used for maintenance and operation if we have specified them accordingly.

2.4 Dimensions, weights, technical data, figures, drawings and other documents that are part of our non-binding offers remain our property and are only approximate. They can only become a binding part of the contract if we expressly confirm the same in writing.
We expressly reserve the right to make design changes and legally required changes. Information in brochures and/or operating manuals is non-binding, i.e. cannot be considered as ensured properties or guarantees.

2.5 The buyer is responsible for checking the suitability and usability of our goods.

2.6 The buyer has to inform us about the legal, official and other regulations that apply specifically to his business and that relate to the execution of the delivery, the assembly, the operation as well as to the prevention of illness and accidents.

3 Prices

3.1 The agreed currency is Euro.

3.2 Unless otherwise specified, prices are net "ex works" or "ex warehouse", without any deductions. All extra costs, such as freight, insurance, costs for export, transit, import and other permits as well as certifications, shall be borne by the buyer and will be invoiced separately. Likewise, the buyer has to bear all applicable taxes, duties, fees and customs duties. Statutory value added tax is not included in our prices and will be shown separately on the invoice at the statutory rate applicable on the invoicing date.

3.3 If the delivery or service takes place 4 weeks after signing the contract or later and if fixed prices have not been agreed, the contracting parties agree to renegotiate in case of changes in costs, wages, etc. In such a case, we are entitled to make a reasonable price change.

4 Terms of payment

4.1 Unless otherwise agreed, our deliveries and services are payable within 14 days. Invoices for precious metals are due immediately.
Discounts and longer payment terms will only be granted in individual cases after special agreement. Payments will always be used to settle the oldest payable items due plus the interest accrued on it. Discounts will not be given if the buyer is yet to pay for previous deliveries.

4.2 Payments by cheque can only be accepted in exceptional cases and always require special agreement. Credit notes on cheques are made after deducting expenses with the daily value on which we can avail of the equivalent value.
Bills of exchange are generally not accepted.

4.3 Our outstanding bills become due immediately if the terms of payment are not met or we become aware of facts which indicate that our purchase price claims are jeopardised by the buyer's lack of ability to pay.

4.4 If the buyer defaults on payment, we are entitled to take back the goods, if necessary to enter the buyer's premises and to take away the goods. We may also prevent the sale and removal of the delivered goods. Unless the Consumer Credit Act applies, taking back does not imply withdrawal from the contract.

4.5 In cases of paragraphs 4.3 and 4.4, we may revoke the direct debit authorisation and ask for advance payments for outstanding deliveries. However, the buyer may avoid these legal consequences as well as those mentioned in section 4.4 by providing security amounting to our outstanding payment.

4.6 Interest on arrears will be calculated at 9 percentage points above the base interest rate (§ 247 BGB). They have to be increased if we prove that higher interest rate is charged. In addition, we are entitled to payment of a lump sum amounting to € 40.00. This also applies to payments on account or in instalments.

4.7 Refusal to pay or retention of payment is ruled out if the buyer was aware of the defect or any other reason for complaint. This also applies if he was unaware of it as a result of gross negligence, unless we have fraudulently concealed the defect or any other reason for complaint or have assumed guarantee for the quality of the item. Offsetting is only permissible with undisputed or legally established counterclaims. A right of retention from previous or other transactions of the current business relationship cannot be claimed. Otherwise, payment may only be withheld to a reasonable extent due to defects and any other complaints.

5. Delivery deadlines and their extension

5.1 Unless there is an expressly binding commitment on our part, a delivery deadline shall only be considered to have been agreed approximately. It commences on the day all technical and other details of the order are clarified, any necessary documents are provided and any agreed advance payment is made. It is extended by the period for which the buyer has defaulted his contractual obligations - as part of the ongoing business relationship as well as from other contracts. The delivery deadline is considered to have been met if the goods have been delivered to the factory by the deadline. If goods shipment by Selectrona has been agreed, the delivery deadline is considered to have been met once the goods have been handed over to the transport company.

5.2 An execution or delivery deadline will be extended, even if delayed, appropriately in case of change requests by the buyer as well as in case of force majeure and any unforeseen obstacles occurring after signing the contract for which we are not responsible (especially operational downtimes, strikes, lockouts or disruption of traffic routes), if such obstacles demonstrably have a considerable effect on the planned execution or delivery. This also applies if these circumstances occur at our suppliers, subcontractors or sub-suppliers. We will inform the buyer about the start and end of such obstacles as soon as possible. The buyer can ask for a statement from us as to whether we wish to withdraw from the contract or deliver within a reasonable period. If we do not provide a statement immediately, the buyer can withdraw. Damages claims are excluded in such cases.

5.3 With regard to timely deliveries, we are only liable for our own fault and that of our subcontractors. We are not responsible for the fault of our suppliers. However, we agree to transfer any compensation claims vis-a-vis the supplier to the buyer.

5.4 In case we are responsible for the delivery delay, the buyer is obliged to state, based on our request within a reasonable period of time, whether he still wants the delivery or withdraws from the contract due to the delay and/or, if at all possible, claims for damages instead of performance.

5.5 In case of any delay in delivery, provided it is not intentional or due to gross negligence, claims for damages of any kind are ruled out.

6. Transfer of risk

6.1 Shipment will be at the expense of the buyer.
The risk is transferred to the buyer once the goods are loaded, even if freight paid delivery has been agreed and/or the shipment is sent in our own vehicles. We are not obliged to provide transport insurance. Unless otherwise agreed, the shipping route and means of shipment is left to our choice. Additional costs incurred by special shipping requests of the buyer have to be borne by the buyer. Such special requests, also with regard to insurances such as transport insurance, have to be informed to us with the order.

6.2 Unless expressly agreed otherwise in writing, we are entitled to make partial deliveries to a reasonable extent.

6.3 Complaints with regard to the transport have to be addressed by the buyer to the last carrier immediately upon receiving the delivery or freight documents.

6.4 If the shipment or an agreed pickup is delayed at the request of or by the fault of the buyer, the goods will be stored at the expense and risk of the buyer. In this case, notification of readiness for shipping is equivalent to shipping. The invoice for the goods becomes due immediately upon storage. In case of storage at the factory, we will charge at least 0.5% of the invoice amount of the stored shipment per month.

6.5 Reusable packaging will only be loaned to the buyer. The buyer has to inform us about returning the packaging units within three weeks. If this is not done, we are entitled to charge 20% of the purchase price (but not more than the full purchase price) as a rental fee for each week from the third week onwards or to invoice the value of the packaging, which is due for payment immediately upon receipt. We take back the transport packaging at the buyer's expense, unless the buyer waives the right to take it back. Old equipment is disposed of in accordance with EAR guidelines (WEEE).

7 Retention of ownership

7.1 We reserve the right of ownership of the goods until the purchase price has been paid in full (reserved goods). The delivered goods become the property of the buyer once he fulfils all his obligations arising from the business relationship, including other claims, claims for damages etc.

7.2 In case of goods purchased by the buyer from us as part of an ongoing business relationship, we reserve ownership until all our claims arising from the business relationship, including future claims, also from contracts signed at the same time or later, have been settled. This also applies if individual or all claims have been included by us in the current invoice and the balance has been settled and recognised. If the buyer defaults on payment, we are entitled to take back the goods after sending a reminder and the buyer is obliged to return the goods.

7.3 If the reserved goods are combined by the buyer with other goods, we are entitled to co-ownership of the new goods in the ratio of the invoice value of the reserved goods to the invoice value of the other goods and the processing value. If our ownership ends due to combination, the buyer has to transfer the ownership rights to us for the new goods to which he is entitled to the extent of the invoice value of the goods subject to retention of ownership and has to keep them safely for us free of charge, at the time of the signing the contract. The ownership rights defined hereunder are considered to be reserved goods as defined under no. 7.1.

7.4 The buyer has to inform us immediately if any third parties attach the reserved goods and the transfer of claims. He may only sell the reserved goods in the ordinary course of business under his normal terms and conditions and as long as he has not defaulted, provided that the claims from the resale are transferred to us. He is not entitled to dispose of the reserved goods in any other way.

7.5 The claims of the buyer from reselling the reserved goods are already transferred now. We accept this transfer. They serve to the same extent as the reserved goods. If the goods subject to retention of ownership are sold by the buyer together with other goods not supplied by us, the claims from resale have to be transferred in the ratio of the invoice value of our goods to the other goods sold. In case of sale of goods in which we have co-ownership according to No. 7.3, a part corresponding to our ownership share has to be transferred to us.

7.6 The buyer is entitled to collect claims from the resale unless we revoke the direct debit authorisation. At our request, he is obliged to inform his customers immediately of the transfer to us - unless we do so ourselves - and to provide us with the information and documents required for collection, which may include the names and addresses of debtors. The buyer is not entitled to transfer the claims further.

7.7 We agree, at the request of the buyer, to release the securities to which we are entitled at our discretion to the extent that their realisable value exceeds the claims to be secured by 20%.

7.8 The buyer is obliged to insure the goods delivered by us against the risks of theft, fire and damage at his own expense until full payment has been made. In this respect, the buyer transfers all claims to us against the insurance company relating to our goods. We hereby accept the transfer.

8 Liability for defects

8.1 We are only liable for defects as defined under § 434 BGB as follows: The buyer has to immediately inspect the received goods for completeness, transport damage, visible defects, condition and their properties. Defects and deviations which are identified during normal inspections have to be notified to us by the buyer in writing immediately after these inspections; defects and deviations which are not identified in this context have to be notified to us in writing as soon as they are identified or after they become known, stating the type and extent of the defects and deviations.
If the buyer fails to notify us on time, the delivered goods will be considered as accepted, unless we fraudulently conceal the defect. If the buyer fails to check the properties relevant for the intended use at least randomly before installing or fitting the goods (for example using functional tests or test installation), he will substantially violate the due diligence that is normal in business transactions (gross negligence). Any damages and expenses incurred by us as a result of a failure to notify us immediately have to be reimbursed by the buyer without prejudice to our other rights. Other obligations of the seller according to §§ 377, 378 HGB remain unaffected. We are not obliged to provide a warranty if the buyer has not notified us in writing of an obvious and/or identified defect on time.

8.2 If the buyer identifies defects in the goods, he should not use them, i.e. they should not be put into

operation, further processed or resold until an agreement has been reached on settlement of the complaint.

8.3 The buyer is also obliged to give us the opportunity to determine the complained defect on site or to make the complained item available at our request; in case of culpable refusal, the warranty lapses.

8.4 We do not accept any liability for damage resulting from unsuitable or improper use, faulty assembly, commissioning, modification or repair not carried out by us, faulty or negligent handling or natural wear and tear. The warranty is only provided for the intended use defined in the operating manual.

8.5 In case of justified complaints, we are entitled to determine the type of subsequent performance (replacement delivery, rectification), taking into account the type of defect and the justified interests of the buyer, unless we are entitled to refuse subsequent performance, especially in case of exorbitant costs, on the basis of statutory regulation.
The buyer has to give us a reasonable time period for subsequent performance for each individual defect. Replaced goods (including parts) become our property and have to be returned to us.
During the subsequent performance, the reduction of the purchase price or withdrawal from the contract by the buyer are ruled out. A rectification will be considered to have failed after the second unsuccessful attempt.
If the subsequent performance has failed; or if we have refused the subsequent performance altogether without justification, the buyer may, at his discretion, ask for a reduction in the purchase price (decrease) or withdraw from the contract.

8.6 The buyer has to inform us immediately of any warranty case arising with a consumer as defined under § 13 of the German Civil Code (BGB).

8.7 Claims of the buyer based on material defects lapse one year after the commencement of the statutory period, unless longer periods are prescribed by law according to §§ 438 sec. 1 no. 2 BGB (Buildings and building items) and § 634a para. 1 no. 2 BGB (building defects).
Also excluded from this are claims for defects by consumers as well as damage claims due to injury to life, body or health and/or claims for damages due to damage caused by us through gross negligence or wilful intent; in such cases, the statutory limitation periods also apply in this respect.

8.8 The necessity of expenses for removing defective goods and installing non-defective goods has to be explained and proven by the customer. For this purpose, the actual costs incurred for the reasonable measures taken have to be explained in a comprehensive statement. If the costs of subsequent performance are disproportionate based on the individual circumstances of the case, we may refuse to reimburse these expenses. § 475 (4) remains unaffected (sale of used goods). The costs are disproportionate especially if the costs of subsequent performance are disproportionate in comparison with the value of the goods in a defect-free condition or in comparison with the significance of the defect. This is regularly the case if the total necessary costs of subsequent performance exceed 150 % of the invoiced value of the goods or 200 % of the defect-related reduced value of the goods.

8.9. If the quality and/or quantity of the goods delivered by us differs only slightly from the agreed quality and/or quantity, the buyer may only request subsequent performance or a price reduction, whereby 8.5. applies to the claim for subsequent performance. This does not apply if the last contract in the supply chain is a purchase of used goods.

8.10 The buyer's rights of recourse according to §§ 445a, 445b BGB (recourse of the seller) exists only if the buyer has not made any agreements with his customer that go beyond the statutory claims for defects. In this case, however, the buyer's right of recourse according to §§ 445a, 445b BGB only exists up to a maximum amount of 150 % of the invoiced value of the goods; this does not apply in case of recourse where the last contract in the supply chain is a purchase of used goods.

8.11 The limitation period for the buyer's recourse claims according to §§ 445a, 445b of the German Civil Code (BGB) is one year from the statutory commencement of the limitation period, unless the last contract in the supply chain is a used goods purchase. In this case, the statutory limitation period applies.

8.12 The warranty for rectification is three months, for replacement deliveries six months, but is valid at least until the expiry of the original warranty period for the goods.

8.13 Section 9 (General Limitation of Liability) applies to claims for damages.

<u>9 Liability</u>

9.1 Claims for damages and reimbursement of expenses by the buyer (hereinafter referred to as claims for damages), irrespective of the legal grounds, especially due to violation of duties arising from a contractual obligation and from illegal acts, are excluded. This does not apply in case a guarantee or a procurement risk is assumed. Furthermore, this does not apply if we are compulsorily liable, e.g. under the Product Liability Act, in cases of intentional or grossly negligent violations of duty, due to injury to life, limb or health, as well as the violation of material contractual obligations.
However, the claim for damages for violation of material contractual obligations is limited to the

foreseeable damage typical for the contract, unless we can be accused of gross negligence or are liable for injury to life, limb or health.
This does not entail a change in the onus of proof to the detriment of the buyer.

9.2 The limitation of liability of the preceding clause - 9.1 - also applies in favour of our employees, workers, staff, representatives and subcontractors.

9.3 If we have given a quality and/or durability guarantee with regard to the goods or parts thereof, we are also liable as part of this guarantee. However, we are only liable for damage if the guaranteed quality or durability is missing, but which does not occur directly in the goods, if the risk of such damage is obviously covered by the guarantee of quality and durability.

9.4 We are also liable for damage caused by simple negligence, if this negligence concerns the violation of such contractual obligations, compliance with which is very important for achieving the purpose of the contract (cardinal obligations). However, we are only liable if the damage is typically associated with the contract and is foreseeable. We are not liable for simple negligent violations of secondary obligations that are not important to the contract. The limitations of liability also apply if the liability is applicable to our legal representatives, executive employees and other subcontractors.

9.5 Any further liability is excluded regardless of the legal nature of the asserted claim. If our liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff, representatives and subcontractors.

10 Applicable law / place of jurisdiction / applicable law

10.1 Place of performance for payments is Dippoldiswalde, and the place of shipment for the deliveries of our goods.

10.2 If the buyer is a businessman, a legal entity under public law or a special fund under public law, the place of jurisdiction for both parties, even for cheques issues, will be Dresden. However, we are also entitled to sue the buyer at his general place of jurisdiction.

10.3 The contractual relationship between the buyer and us is governed exclusively by the law of the Federal Republic of Germany, even if the buyer has his place of residence or business abroad. The use of the Uniform Law on the International Sale of Goods and the Law on signing Contracts for the International Sale of Goods is excluded.

10.4 The buyer is not entitled to transfer claims arising from the purchase contract without our consent.

11. Assigned claims/Factoring

11.1 The amendments or supplements to the terms and conditions of delivery and payment in Clause 11 shall only apply to claims that have been assigned to VR Factoring GmbH. These invoices are marked with a corresponding assignment note.

11.2 Our terms and conditions of delivery and payment, with which our customer declares agreement when placing the order, shall apply exclusively and also to future transactions, even if no express reference is made to them but they have been received by the customer for an order confirmed by us. If the order is placed in deviation from our terms and conditions of delivery and payment, only our terms and conditions of delivery and payment shall apply even if we do not raise an objection. Deviations shall therefore only apply if they have been expressly acknowledged by us in writing.

11.3 We shall be entitled to assign the claims arising from our business relationships.

11.4 The contractual relationship shall be governed exclusively by German law, in particular the German Civil Code and the German Commercial Code. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

11.5 At our discretion, the place of jurisdiction shall be the registered office of the company or Frankfurt am Main.

11.6 If the buyer has defaulted any payment obligations towards us, all existing claims shall become due immediately.

11.7 Withdrawal from the contract shall not be required in order to assert the rights arising from retention of ownership unless the debtor is a consumer.

11.8 All payments shall be made with debt-discharging effect exclusively to VR Factoring GmbH, Hauptstraße 131 - 137, 65760 Eschborn, to which we have assigned our present and future claims arising from our business relationship. We have also transferred our reserved property to VR Factoring GmbH.

11.9 In order to fulfil our Factoring contract (assignment of our claims and transfer of accounts receivable management), we shall forward the following data to the financial services company VR Factoring:

- ·Name and address of our debtors
- ·Dates of our claims from our debtors (in particular gross amount and due date)
- If applicable, names of contact persons and contact details of our debtors (telephone number, email address) at their premises for the purpose of reconciling the accounts receivable accounting

11.10 VR Factoring shall pass on the debtors' company data to credit enquiry agencies and trade credit insurers as well as to processors (IT data processing, printing service providers, etc.).
Further details on data processing can be found in the "Data Protection Statement" of VR Factoring GmbH, which you can view online and download at http://www.vr-factoring.de/datenschutz.

11.11 Offsetting with counterclaims by the customer shall be excluded unless the counterclaims are undisputed or have been legally established. The assertion of a right of retention by the customer shall be excluded unless it is based on the same contractual relationship or the counterclaims are undisputed or have been legally established.

11.12 The following shall apply to goods deliveries: Delivered goods shall remain our property until all outstanding claims that are due to us from the customer are paid in full. The customer shall be entitled to resell in the due course of business as long as he is not in default of payment. However, the customer may not pledge the reserved goods or assign them by way of security. The customer shall already assign to us by way of security the customer's claims for payment against his customers from a resale of reserved goods as well as those claims of the customer with regard to the reserved goods which arise for any other legal reason (also against third parties).
Any processing or transformation of the reserved goods by the customer shall always be carried out for us. If reserved goods are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (invoice amounts incl. VAT.) to the other combined or mixed items at the time of combining or mixing.
If the customer's item is to be regarded as the main item, the customer shall transfer co-ownership of this item to us on a pro rata basis. We shall accept the transfer.
The customer shall keep the sole ownership or co-ownership of an item thus created for us.