



Standard Terms and Conditions Terms and Conditions of Delivery for Hartmann & König Stromzuführungs AG

1. General provisions
 - 1.1 As regards the legal relationships between Hartmann & König (referred to in the following as the "Supplier") and the Orderer in connection with deliveries and/or services provided by the Supplier (referred to in the following as deliveries) only the following provisions apply. The Orderer's standard terms and conditions shall only apply if the Supplier has approved these in writing. The mutually agreed written declarations are decisive for the scope of deliveries.
 - 1.2 The Supplier retains all his ownership and copyright exploitation rights without exception vis-à-vis cost estimates, drawings and other documents (referred to in the following as documents). Such documents may only be made available to third parties subject to prior approval from the Supplier and must be returned immediately on request if the order is not placed with the Supplier. The Orderer is not entitled to retain copies or duplicates of the Supplier's documents. Sentences 1 and 2 apply accordingly for the Orderer's documents; these, however, may be made available to those third parties who have been permissibly commissioned by the Supplier to perform deliveries.
 - 1.3 Part deliveries are permitted if they are reasonable for the Orderer.
2. Contract conclusion
 - 2.1 The Supplier's contractual offers are non-binding.
 - 2.2 The Supplier's order confirmation is exclusively authoritative for the scope of contractually agreed performance.
 - 2.3 The documents upon which the offer or order confirmation are based, such as images, drawings, information on weights and dimensions are, as a rule, only to be regarded as approximate values unless they have been specifically designated as binding.
3. Prices, payment conditions and offsetting
 - 3.1 Prices are quoted ex works and do not include packaging and statutory VAT.
 - 3.2 If the Supplier has agreed to perform installation or assembly and nothing else has been agreed, in addition to the agreed remuneration, the Orderer shall bear all the necessary additional expenses such as travel and transport costs and allowances.
- 3.3 Payments shall be effected free of charge to the Supplier.
- 3.4 The Orderer may only offset those claims which are undisputed or legally established by law.
4. Reservation of title
 - 4.1 The delivered items (goods subject to retention of title) shall remain the property of the Supplier until all claims resulting from the business relationship vis-à-vis the Orderer have been fulfilled. If the value of all security interests due to the Supplier exceed the amount of all secured claims by more than 20%, at the request of the Orderer the Supplier shall release a corresponding portion of the security interests; the Supplier shall have the right to choose between various security interests for release.
 - 4.2 For the duration of the retention of title, the Orderer may not pledge or assign goods as security and is only permitted to sell to resellers in the usual course of business and only on the condition that the reseller receives payment from its customer or issues the reservation that legal ownership shall only be transferred to the customer once it has satisfied its payment obligations.
 - 4.3 If the Orderer resells goods subject to retention of title, he immediately assigns future claims from the resale vis-à-vis his customer, together with all ancillary rights, including any current account receivables, as a security to the Supplier without the need for further special declarations. If the goods subject to retention of title are resold together with other objects without an individual price being agreed for these goods, the Orderer shall assign that part of the asking price to the Supplier which corresponds to the price for the aforementioned goods invoiced by the Supplier.
 - 4.4 Combination and mixing
 - 4.4.1 The Orderer is permitted to process the goods subject to retention of title or to mix or combine these with other items. Processing shall be performed for the supplier. The Orderer shall store the new item created for the Supplier with the due diligence of a prudent businessman. The new item shall be deemed as goods subject to retention of title.
 - 4.4.2 The Supplier and Orderer hereby agree that if the goods subject to retention of title are combined or mixed with other objects that do not belong to the Supplier, the Supplier shall be awarded co-ownership in the new item resulting from the ratio of the value of the combined or mixed



goods subject to retention of title to the value of the other goods at the time of the production or mixing process. The new item shall thus also be deemed as goods subject to retention of title.

- 4.4.3. The rule for the assignment of claims as per 4.3 shall also apply for the new item. However, the assignment only applies to the amount that corresponds to the sum of the goods subject to retention of title which have been processed, combined or mixed invoiced by the Supplier.
- 4.4.4. If the Orderer combines the goods subject to retention of title with properties or mobile objects, he shall, without any further special declaration being required, assign his claim to which he is entitled to the Supplier as remuneration for the combining, including all ancillary rights, as a security to the sum of the ratio of the value of the combined goods subject to retention of title to the other combined goods at the time of combination.
- 4.5. The Orderer is authorised to collect assigned claims arising from the resale until such authorisation is revoked. Where good cause exists to do so, in particular in the event of default in payment, stoppage of payment, the commencement of insolvency proceedings, protest of a bill or if there are reasonable grounds to suspect overindebtedness or impending inability to pay, the Supplier shall be entitled to revoke the Orderer's authority to collect. Moreover, the Supplier shall be entitled, after prior announcement and under observation of a reasonable notice period, to disclose the assignment of title, realise the assigned claims and demand that the Orderer discloses the assignment by way of security to his customer.
- 4.6. In the event of attachments and seizures or other third party dispositions, the Orderer must notify the Supplier immediately. If a justified interest is made plausible, the Orderer must immediately provide the Supplier with the information required to assert his rights vis-à-vis the customer and also hand over the necessary documents.
- 4.7. In the event of the breach of a contractual obligation by the Orderer, in particular in the event of default in payment, following unsuccessful expiry of a deadline granted to the Customer to fulfil the obligation, in addition to taking back the goods, the Supplier can withdraw from the contract; the statutory provisions that a time limit is not needed remain unaffected. The Orderer is obliged to surrender the products. The withdrawal or assertion of the retention of title

or the pledge of the goods subject to retention of title by the Supplier does not constitute withdrawal from the contract unless the Supplier has explicitly declared this.

5. Delivery deadlines; default
- 5.1. Compliance with the deadlines for deliveries assumes the timely receipt of all documents to be provided by the Orderer, of the necessary approvals and releases and, in particular plans, as well as compliance with the agreed payment conditions and other obligations on the part of the Orderer. Unless these prerequisites are fulfilled in time, the deadlines shall be extended appropriately; this shall not apply where the Supplier is responsible for the delay.
- 5.2. If failure to meet the deadlines is due to
- Force majeure (e.g., war, acts of terror, strikes, etc.),
 - Virus and other attacks by third parties on the Supplier's IT system, provided these occurred despite the Supplier taking the due care associated with protective measures,
 - Incorrect or untimely delivery by the Supplier
- the deadlines shall be extended accordingly.
- 5.3. If the Supplier is in default in delivery, the Orderer may, to the extent it is able to substantiate that it has suffered a loss or damage, demand compensation for each full week of delay of 0.5%, but limited to a maximum of 5% in total, of the price of the part of the delivery that cannot be appropriately utilised because of the delay.
- 5.4. Both compensation claims on the part of the Orderer for delivery default and compensation claims in lieu of performance which go beyond the limits stated in 5.3 shall be excluded in all instances of delayed delivery, including after the expiry of any delivery deadline which we may have set. This shall not apply insofar as liability is assumed in cases of wilful intent, gross negligence or owing to the injury to life, limb or health. The Orderer may only rescind the contract within the framework of the legal provisions if the Supplier is responsible for the delay in delivery. The above regulations do not constitute any change in the burden of proof to the disadvantage of the Orderer.
- 5.5. At the request of the Supplier and within a reasonable period of time, the Orderer must state whether he wishes to rescind the contract due to the delay in delivery or insists on delivery being effected.
- 5.6. If, at the request of the Orderer, dispatch or delivery is delayed by more than a month following notification of readiness for shipment, warehousing charges can be charged to the Orderer for each commenced month in the amount of 0.5% of the price of the delivery items up to maximum of 5%. The parties to the contract are free to prove that the warehousing costs were higher or lower. Should evidence of higher or lower warehousing costs be provided, the higher or indeed lower warehousing costs may be asserted.



6. Transfer of risk

- 6.1. The risk is transferred to the Orderer, including for freight-free delivery, as follows:
 - 6.1.1. In the case of deliveries without installation or assembly when the good are dispatched or collected. Insured at the request and expense of the Orderer for delivery by the Supplier against the usual transport risks;
 - 6.1.2. In the case of deliveries with installation or assembly on the day of acceptance at own plant or, as agreed, after a successful test run.
- 6.2. If the dispatch, delivery, commencement, performance of installation or assembly, acceptance at own plant or the test run are delayed for reasons attributable to the Orderer or the Orderer defaults in acceptance for other reasons, the risk shall pass to the Orderer.

7. Installation and assembly

Unless agreed otherwise in writing, the following provisions shall apply for installation and assembly:

- 7.1. The Orderer must bear the costs of and provide the following in good time:
 - 7.1.1. All excavation, construction and other secondary work outside the industry including the costs for the necessary specialists, assistants, materials and tools;
 - 7.1.2. The equipment and consumables necessary for assembly and commissioning such as scaffolding, lifting gear and other devices, fuels and lubricants;
 - 7.1.3. Energy and water at the site of use, including connections, heating, and illumination;
 - 7.1.4. At the place of assembly, enough suitable, dry and lockable space of appropriate size for stocking machine parts, equipment, materials, tools etc. as well as suitable work and staff rooms for the assembly personnel, including suitable sanitary facilities; furthermore, the Orderer has to take the same measures in order to protect the Supplier's possessions and the assembly staff at the site as he would take to protect his own property;
 - 7.1.5. The protective clothing and devices which are required to accommodate any special circumstances at the site.

7.2. At the start of assembly work and without being asked, the Orderer must provide the necessary information and details on the position of concealed energy, gas, water conduits or similar installations as well as the required data structural data.

7.3. Prior to the beginning of installation or assembly, the provisions and items required for commencing work shall be at the place of set-up or assembly and all preliminary work for the structure shall have progressed so far that set-up and assembly can be commenced as agreed without interruptions. Access roads and the place of installation or assembly must be flattened and cleared.

7.4. Should installation, assembly or commissioning be delayed for reasons for which the Supplier is not responsible, the Orderer must, to a reasonable extent, bear the costs resulting from the waiting time and also for necessary additional travel on the part of the Supplier or assembly staff.

7.5. Each week the Orderer must immediately confirm the duration worked by assembly staff as well as the completion of installation, assembly or commissioning.

7.6. If, after completion, the Supplier demands acceptance of the delivery, the Orderer shall comply with this within a period of two weeks. Acceptance becomes effective if the Orderer allows the 2-week deadline to elapse or if the delivery is put into use, possibly after an agreed test phase.

8. Material defects

8.1. The Orderer may not refuse to accept deliveries due to insignificant defects.

8.2. The Supplier is liable as follows for material defects:

8.2.1. At the discretion of the Supplier, all of those parts or services displaying a material defect are to be repaired, replaced or provided again free of charge, provided that the reason for the defect existed at the time of the transfer of risk.

8.2.2. Claims for supplementary performance shall become statute-barred in 12 months from the start of the statutory limitation period; the same applies for withdrawal and reduction. This deadline shall not apply if the law as per Section 438 Para. 1 No. 2 (buildings and things that have been used for buildings), 479 Para. 1 (right of recourse) and 634a Para. 1 No. 2 (structural defects) of the German Civil Code (BGB) prescribes longer deadlines or in the case of wilful intent, fraudulent concealment of the defect and non-compliance with any guarantee of quality given by use. The statutory provisions on the suspension, interruption and recommencement of deadlines shall remain unaffected.

8.2.3. Notices of defects on the part of the Orderer must be submitted in writing immediately.



- 8.2.4. In the event of notices of defects, the Orderer may withhold payments to an extent reasonably proportional to the defects. The Orderer may only withhold payments if the validity of the asserted notice of defects is beyond doubt. The Orderer is not permitted to withhold payments if the claims for defects are statute-barred. If the notice of defects is unjustified, the Supplier is entitled to demand compensation for the costs incurred.
- 8.2.5. The Supplier must be granted the opportunity to render subsequent performance within a reasonable period of time.
- 8.2.6. Should subsequent performance prove unsuccessful, the Orderer is entitled to withdraw from the contract or reduce remuneration, irrespective of any right to assert damage claims as per 8.2.10.
- 8.2.7. Claims for defects do not exist in the case of only slight variation from the agreed quality, minor impairment of usability, natural wear and tear which result after the transfer of risk due to incorrect or negligent handling, excessive use, unsuitable equipment and facilities, defective construction works, unsuitable building ground or as a result of special exterior influences which were not provided for under the contract, as well as in the case of non-reproducible software defects. Claims for defects may also not be asserted for incorrect modifications or commissioning work performed by the Orderer or a third party or the resulting consequences.
- 8.2.8. Claims of the Orderer owing to increased expenses for the purpose of subsequent performance of the contract, and in particular transport, travel, work and material costs shall be excluded insofar as expenses increase as a result of the object of delivery having been subsequently transported to a place other than the Orderer's premises, unless such transportation complies with its intended use.
- 8.2.9. The Orderer's right of recourse against the Supplier according to Section 478 BGB (recourses of the businessman) only applies insofar as the Orderer has not entered into any further agreements with its client exceeding the statutory claims due to defects. In addition, No. 8 shall apply correspondingly to the scope of the right for recourse of the Orderer against the Supplier as per Section 478 Para. 2 BGB.
- 8.2.10. Claims for damages because of defects on the part of the Orderer are excluded. This shall not apply in the case of wilful intent or fraudulent concealment of the defect, failure to comply with a guarantee of quality, injury to life, limb or health or a deliberate or grossly negligent breach of duty on the part of the Supplier. The above regulations do not constitute any change in the burden of proof to the disadvantage of the Orderer. Further claims or other claims on the part of the Orderer beyond those stipulated in Number 8 due to material defects are excluded.
9. Industrial property rights and copyrights; defects of title
- 9.1. Insofar as nothing else is agreed, the Supplier is under obligation to carry out the delivery solely in the country of destination free of industrial property rights and the copyright of a third party (hereinafter referred as trade mark rights). If a third party asserts justified claims against the Orderer because of a breach of property rights resulting from deliveries made by the Supplier and used as per the contract, the Supplier shall be liable vis-à-vis the Orderer within the deadlines in 8.2.2 as follows:
- 9.1.1. At his own discretion and expense, the Supplier shall acquire the right to use the property rights with respect to the deliveries in question, modify the deliveries so that no rights are violated or replace the deliveries. If it is not possible for the Supplier to reasonably do so, the Orderer shall be entitled to exercise the statutory rights of withdrawal or price reductions;
- 9.1.2. The Supplier's liability to pay damages shall be governed by Number 11;
- 9.1.3. The above obligations of the Supplier shall apply only if the Orderer immediately notifies the Supplier in writing of any such claim asserted by third parties, violation is not recognised and the Supplier's right to all preventive measures and negotiations for settlement remains reserved. Should the Orderer discontinue use of the goods in order to minimise damage or for other serious reason, he shall be obliged to notify the third party that such cessation of use is in no way associated with admission to infringement of property rights.
- 9.2. Claims on the part of the Orderer are excluded insofar as it is responsible for the infringement of property rights.
- 9.3. Any claims by the Orderer shall also be excluded if the infringement of the property rights has been caused by specifications given by the Orderer, by an application not foreseen by the supplier or by the fact that the delivery was changed by the Orderer or used together with products not delivered by the Supplier.
- 9.4. In the event of property rights infringements, the provisions of 8.2.4., 8.2.5. and 8.2.9. shall apply accordingly to the claims on the part of the Orderer regulated in 9.1.1.
- 9.5. In the case of other defects of title the provisions as per Number 8 shall apply accordingly.



- 9.6. Further-reaching claims or claims on the part of the Orderer other than those governed by this Number 9 against the Supplier and its vicarious agents due to defects of title are excluded.
10. Impossibility, contractual adjustment
- 10.1. Should delivery be impossible, the Orderer is authorised to claim compensation unless the reasons for impossibility cannot be attributed to the Supplier. However, any claim for compensation made by the Orderer is limited to 10% of the value of that part of the delivery which cannot be used as intended due to the impossibility. This limitation does not apply in cases of liability due to intent, gross negligence, loss of life, bodily injury or damage to the health; this does not constitute any change in the burden of proof to the disadvantage of the Orderer. The Orderer's right to rescind the contract is not affected.
- 10.2. If events as defined by 5.2. a) and b) substantially change the commercial meaning or the content of the delivery or substantially affect the operations of the Supplier, the contract is to be reasonably adjusted under consideration of good faith. Where this is not economically viable, the Supplier will have the right to cancel the contract. The same applies if the necessary export authorisations are not granted or cannot be used. If the Supplier intends to exercise its right to rescind the contract, it shall notify the Orderer thereof without undue delay after having realised the repercussions of the event even if an extension of the delivery time was initially agreed with the Orderer.
11. Other claims for damages
- 11.1. Unless otherwise regulated in these provisions, claims for damages on the part of the Orderer for whatever legal reasons, and in particular due to breach of obligations from the contractual relationship and tort, are ruled out.
- 11.2. This shall not apply in the case of liability
- On the basis of the Product Liability Act
 - In the event of intent
 - In the event of gross negligence on the part of owners, legal representatives and executives
 - In the event of fraud
 - In the event of failure to honour a guarantee offered
 - In the event of culpable injury to life, physical injury or damage to health or
 - In the event of a culpable breach of key contractual obligations
- Claims for damages for the breach of key contractual obligations is, however, limited to contract-typical, foreseeable damage assuming none of the above-mentioned cases applies.
- 11.3. The above regulations do not constitute any change in the burden of proof to the disadvantage of the Orderer.
12. Final provisions
- 12.1. If the Orderer is a merchant, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Graben-Neudorf as the Supplier's registered office. The Supplier is not, however, authorised to take legal action at the Orderer's registered office.
- 12.2. This contract including the interpretation thereof is subject to German law to the exclusion of the United Nations Convention on Contract for International Sale (CISG).
- 12.3. Should one or several clauses of these provisions be or become ineffective this shall not affect the validity of the remaining provisions. A legally binding rule shall be agreed to replace the invalid provision. The same applies for all omissions.

Graben-Neudorf, as of: April 2019