

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

Section 1 General / scope

- (1) These conditions of sale apply exclusively to the conditions specified below. Any conditions of the buyer which contradict or deviate from ours will be recognized only if we expressly consent to their application in writing.
- (2) These conditions of sale also apply to all future business with the buyer, insofar as this entails legal transactions of a related nature.
- (3) These conditions apply exclusively in regard to companies, legal entities under public law or public special funds as defined under Section 310 para. 1 of the German Civil Code (BGB).

Section 2 Offer, contract conclusion and advertising statements

Our offers are non-binding unless otherwise specified in an individual written offer. In cases where an order must be considered an offer in accordance with Section 145 BGB, PWA can accept it within two weeks. The statements of PWA and the statements of the manufacturer or its vicarious agents, particularly in advertising or product labelling as well as in the context of sales talks, are non-binding unless PWA has guaranteed their accuracy. Descriptions of characteristics, particularly in the context of contract negotiations or advertising or promotional messages, are not considered guarantees unless expressly designated as such.

Section 3 Provided documents

PWA retains the ownership rights and copyrights to all documents provided to the buyer in connection with order placement, e.g. calculations, drawings, etc. These documents may not be made accessible to third parties unless PWA grants the buyer express written consent to this effect. If PWA does not accept the buyer's offer within the period specified in Section 2, these documents must be returned to PWA immediately.

Section 4 Prices and terms of payment

- (1) Absent any written agreement to the contrary, the prices of PWA apply ex headquarters / ex works or warehouse, excluding packaging and plus value added tax in the relevant applicable amount. Packaging costs are billed separately.
- (2) The deduction of discounts is permitted only in the event of special agreements to this effect made in writing.
- (3) Unless otherwise agreed, the full gross invoice amount is due for payment within 10 days of the invoice with no options for offsetting or deduction. If the buyer is in default of payment, PWA charges the statutory default interest and reserves the right to assert claims for compensation of any further damages.
- (4) Checks are accepted on a voluntary basis and on account of performance. Acceptance of a partial payment does not constitute a waiver of full payment of all outstanding amounts owed to PWA by the buyer.
- (5) PWA may refuse any delivery to the buyer on credit at any time. Deliveries made to the buyer against payment on delivery or comparable terms are subject to these conditions of sale.
- (6) In cases of contracts with an agreed delivery period of more than 4 months, PWA reserves the right to raise prices in accordance with cost increases occurring in the interim for which PWA is not responsible, particularly increases in payroll and production costs. If a price increase carried out under such conditions exceeds the level of increase in the general cost of living in the time between the order and the call for delivery to a non-trivial extent, the buyer has the right to withdraw from the contract subject to the exclusion of further claims.

Section 5 Offsetting and rights of retention

The buyer may only offset claims using uncontested or legally established claims or with the written consent of the seller and may only exercise a right of retention in such cases. The commercial right of retention pursuant to Section 369 of the German Commercial Code (HGB) is excluded.

Section 6 Delivery period / delivery / allocation / default by the seller

- (1) Delivery dates are specified in the order confirmation to the best of the seller's knowledge and as precisely as possible. The delivery period begins upon the buyer's receipt of the order confirmation, but no earlier than the provision of the documents, approvals and permits to be procured by the buyer and the receipt of any agreed advance payment. Partial deliveries are permissible if they are acceptable to the buyer. We reserve the right to deliver the goods before the agreed delivery date.
- (2) If failure to observe deadlines is attributable to allocation or force majeure, e.g. mobilisation, war, riot or similar events such as strike or lock-out, these deadlines shall be extended accordingly.
- (3) If the buyer is in default of acceptance or culpably breaches other duties of cooperation, PWA has the right to demand compensation for damages incurred in this regard including any additional expenses. Any further claims remain reserved. If the prerequisites specified above are fulfilled, the risk of accidental destruction or damage to the purchased item is transferred to the buyer as of the time at which the buyer enters into default of acceptance or debtor's default.
- (4) All specified prices and shipped goods are understood to be "free carrier" (FCA, PWA) ex PWA headquarters. This means that the buyer must bear all costs and risks of loss or damage from this point in time onwards. The rights to the goods and the risk of loss, damage and accidental destruction are transferred upon PWA's handover of the goods to the freight carrier for shipment to the buyer. The buyer shall pay all freight and shipping costs as well as any potential insurance premiums for the shipping of the goods unless differing arrangements are made with the written approval of PWA. If the buyer does not specify otherwise, PWA may decide on the freight carrier, shipping method and transportation at its own discretion.
- (5) If the buyer so desires, PWA will take out transport insurance to cover the delivery; the costs incurred for this insurance are borne by the buyer.

Section 7 Transfer of risk upon shipment

If the goods are shipped to the buyer at the buyer's request, the risk of accidental destruction or damage of the goods is transferred to the buyer when the goods are dispatched to the buyer, at latest upon departure from the works/warehouse. This applies regardless of whether the goods are shipped from the place of performance or who bears the freight costs.

Section 8 Retention of title

- (1) PWA retains title to the delivered goods until payment has been made in full for all claims under the delivery contract. This also applies for all future deliveries, even if PWA does not always expressly invoke this provision. PWA has the right to take back the purchased goods if the buyer breaches the terms of the contract.
- (2) The buyer is obligated to handle the purchased goods with due care as long as the title still has yet to be transferred. In particular, the buyer is obligated to adequately insure the purchased goods against theft, fire and water damage at their replacement value at the buyer's own cost. If maintenance or inspection work needs to be carried out, the buyer must perform this at its own cost in a timely manner.

As long as the title still has yet to be transferred, the buyer must immediately notify PWA in writing in the event that the delivered goods are seized or otherwise subjected to third-party interventions. If the third party in question is unable to reimburse PWA for the judicial and extra-judicial costs of a claim pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the buyer is liable for the losses incurred.

- (3) The buyer has the right to resell the retained goods in the normal course of business. The receivables from the customer resulting from the resale of the retained goods must immediately be assigned by the buyer to PWA in an amount corresponding to the final invoice amount agreed with PWA (including value added tax). This assignment is mandatory regardless of whether the purchased goods are resold with or without further processing. The buyer retains the authorisation to collect these receivables even after this assignment. This has no effect on PWA's power to collect the receivables itself. However, PWA will not collect the receivables as long as the buyer fulfils its payment obligations with the proceeds received, is not in default of payment, and, in particular, no request for the initiation of insolvency proceedings has been filed and no suspension of payments applies.
- (4) Any processing or reconfiguration of the purchased goods by the buyer always takes place in the name of and on behalf of PWA. In this event, the buyer's expectant right to the purchased goods continues to apply to the reconfigured goods. If the purchased goods are processed with other goods that do not belong to PWA, PWA acquires joint title to the new goods corresponding to the ratio of the objective value of the purchased goods to the other goods processed as of the time of processing. The same applies in the event of mixture. If the goods are mixed in such a way that the buyer's goods should be seen as the primary goods, it is considered to be agreed that the buyer will transfer proportional joint title to PWA and maintain custody of the resulting sole title or joint title on PWA's behalf. As security for PWA's receivables from the buyer, the buyer shall also assign to PWA any receivables from a third party which the buyer incurs as a result of the combination of the retained goods with real estate. PWA accepts this assignment pre-emptively.
- (5) PWA undertakes to release the collateral it holds at the request of the buyer in the event that its value exceeds that of the receivables to be secured by more than 10%.

Section 9 Warranty, notices of defects and recourse / manufacturer redress

- (1) The warranty rights of the buyer are subject to the condition that the buyer has properly fulfilled its obligations to inspect goods and submit complaints owed in accordance with Section 377 HGB.
- (2) Defect claims expire 12 months after final delivery of our goods to the buyer, provided the offer does not specify a longer limitation period. The provisions above do not apply in the event that longer mandatory periods are prescribed by law in accordance with Section 438 para. 1 no. 2 BGB (buildings and goods for buildings), Section 479 para. 1 BGB (right of recourse) and Section 634a para. 1 BGB (construction defects). Our consent must be obtained before any goods are returned.
- (3) In the event that the delivered goods exhibit a defect that already existed as of the time the transfer of risk occurred despite all care taken, PWA will remedy the defect or deliver replacement goods at its own discretion, subject to the condition that notice of the defect is lodged in due time. PWA must always be granted an opportunity for rectification within an appropriate period. Rights of recourse remain unaffected by the provision above without restriction.
- (4) If rectification is unsuccessful, the buyer may – without prejudice to any claims for compensation of damages – withdraw from the contract or reduce the remuneration.
- (5) Defect claims do not exist in cases of trivial deviation from the agreed properties, trivial impairment of utility, or natural wear and tear as in cases of damage which occurs after the transfer of risk due to improper or negligent handling, excessive use, unsuitable materials, faulty construction work, unsuitable foundations or due to extraordinary external influences which are not included under the terms of the contract. If repairs or changes are carried out improperly by the buyer or third parties, for example, no defect claims will exist for these or the resulting consequences.
- (6) Claims of the buyer for expenses necessary for the purpose of rectification, particularly transportation, infrastructure, labour and material costs, are excluded in cases where these expenses are increased because the goods delivered by PWA were subsequently moved to a location other than the buyer's branch location, except in cases where this relocation corresponds to the goods' intended use.
- (7) Rights of recourse for the buyer against PWA exist only if the buyer has not made any agreements with its customers which go beyond the mandatory defect claims required by law. Furthermore, para. 6 also applies accordingly to the scope of the buyer's rights of recourse against the supplier.

Section 10 Liability

PWA is liable for damage which is not incurred by the delivered goods themselves – on whatever legal basis – only in the event of:

- a) deliberate intent;
- b) gross negligence on the part of our management bodies and executive employees (limited in this case to the reasonably foreseeable damage which is typical for the type of contract in question);
- c) culpable injury to life, limb or health;
- d) defects which have been fraudulently concealed or whose absence was guaranteed;
- e) culpable breach of material contractual obligations (material contractual obligations, also referred to as major obligations, are obligations which are essential to the proper performance of the contract and on which the buyer consequently relies and is entitled to rely). In the event that PWA is liable due to default, liability is likewise limited to the reasonably foreseeable damage which is typical for the type of contract in question, provided no cases of culpable injury to life, limb or health are involved.

If promised qualities are absent, PWA is liable for damage incurred by the delivered goods themselves. In cases of damage which are not incurred by the delivered goods themselves, PWA is liable only if the promised qualities in question were specifically intended to serve the purpose of protecting the buyer from the damage which has occurred. Any claims other than those listed in these terms and conditions and set out in the text of the contract are excluded except for claims under product liability law, which are not limited by these terms and conditions.

Section 11 Applicable law / place of performance / venue

- (1) This contract and all legal relationships between the parties are subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) The place of performance and exclusive venue for all disputes arising from this contract is the location of PWA's business headquarters unless otherwise specified in the order confirmation. However, PWA has the right to sue the buyer at its general legal venue.
- (3) All agreements that have been made between the parties for the purpose of the execution of this contract are set out in writing in this contract.
- (4) Should individual provisions of this contract be or become invalid or contain gaps, this will have no effect on the other provisions.