

General Terms and Conditions of the ergoline GmbH

1 General, Scope of Application

- 1.1 The deliveries, services and offers of ergoline GmbH (Lindenstrasse 5, 72475 Bitz), hereinafter referred to as ERGOLINE, shall be made exclusively on the basis of these General Terms and Conditions. These are an integral part of all contracts that ERGOLINE concludes with its customers for the deliveries or services it offers. They shall also apply to all future deliveries, services or offers to the customer, even if they are not separately agreed again.
- 1.2 Terms and conditions of the customer or third parties shall not apply, even if ERGOLINE does not specifically object to their validity in individual cases. Even if ERGOLINE refers to a letter which contains or refers to the terms and conditions of the customer or of a third party, this does not constitute any agreement with the validity of those terms and conditions.

2 Offer

- 2.1 ERGOLINE's offers are subject to confirmation and non-binding. The customer's order shall be deemed a binding offer.
- 2.2 The prices are quoted ex works in Euro, plus the applicable statutory value added tax. They do not include freight, postage, insurance and other shipping costs.
- 2.3 Technical and design deviations from descriptions and information in brochures, catalogues and written documents as well as model, construction and material changes in the course of technical progress or in order to obtain any necessary official approvals are reserved, without any rights against ERGOLINE being derived therefrom.

3 Delivery and transfer of risk

- 3.1 Delivery shall be ex works at the expense and risk of the customer. Delivery shall be made exclusively against advance payment, unless other payment terms have been agreed.
- 3.2 Delivery dates or periods which have not been expressly agreed as binding are exclusively non-binding. The delivery period stated by ERGOLINE shall not commence until all technical questions have been clarified.
- 3.3 The risk shall pass to the customer as soon as the goods have been delivered to the forwarding agent, the freight forwarder or any other person or institution designated to carry out the delivery or have left the premises for the purpose of delivery.
- 3.4 ERGOLINE is entitled to make partial deliveries and render partial services at any time, insofar as this is reasonable for the customer.
- 3.5 The goods shall only be insured against damage caused by transport at the express request and expense of the customer.
- 3.6 If the delivery is delayed at the request or fault of the customer, ERGOLINE shall store the goods at the expense and risk of the customer.
- 3.7 If ERGOLINE offers assembly and commissioning services, the following assembly services will be provided: installation of the equipment, electrical connection from the electrical connections to be provided on site, and adjustment of the equipment; initial commissioning, and a one-time briefing. If installation, assembly, or commissioning is delayed due to circumstances beyond ERGOLINE's control, the customer shall bear the reasonable costs for waiting time and additional travel required by ERGOLINE or the assembly personnel. If ERGOLINE requests acceptance of the delivery after completion, the customer must complete this within

one week. Acceptance shall be deemed equivalent if the customer allows the one-week deadline to expire or if the delivery has been put into use.

- 3.8 ERGOLINE's delivery obligation is subject to correct and on time self-delivery, unless ERGOLINE is responsible for the incorrect or delayed self-delivery.

4 Terms of payment

- 4.1 Invoices are payable immediately without deduction. Timeliness of payment depends on receipt of payment by ERGOLINE. ERGOLINE reserves the right to demand an appropriate down payment from the buyer. The amount of the down payment shall be agreed upon separately in the purchase contract.
- 4.2 Payments shall be made directly to ERGOLINE. ERGOLINE employees are only authorised to accept payments with written collection power of attorney.
- 4.3 In the event of default in payment, ERGOLINE shall be entitled, without prejudice to the assertion of further damage caused by default, to demand default interest in the amount of 9 percentage points above the base interest rate p.a.. In the event of default in payment by the customer, ERGOLINE shall be entitled to charge a lump sum for damages in the amount of € 40.00 (§ 288 Para. 5 BGB). Costs incurred by ERGOLINE in addition due to disrupted payment transactions shall be passed on to the customer.
- 4.4 Incoming payments shall be credited against outstanding liabilities of the customer plus interest and costs in accordance with § 367 BGB (German Civil Code). If several similar obligations of the customer are not fulfilled, the customer shall not be entitled to determine to which obligation he pays.
- 4.5 In the event of termination of the contract for which the customer is responsible or withdrawal from the contract for which he is responsible, ERGOLINE shall be entitled to demand liquidated damages in the amount of 20% of the agreed total price, unless the customer or ERGOLINE can prove lower or higher damages.
- 4.6 The offsetting against counterclaims of the customer or the retention of payments due to such claims shall only be permitted if the counterclaims are undisputed or have been legally established.

5 Warranty and Liability

- 5.1 The warranty period shall be 24 months from delivery or, if acceptance is required, from acceptance. The warranty period for accessories / spare parts / repairs is 6 months.
- 5.2 The delivered goods must be carefully examined immediately after delivery to the customer or to a third party designated by the customer. It shall be deemed approved if ERGOLINE has not received a written notice of defects with regard to obvious defects or other defects which were recognisable in an immediate, careful inspection within four working days of delivery of the goods.
- 5.3 At ERGOLINE's option, all those parts or services which show a material defect shall be repaired, replaced or provided again free of charge, provided that this was already present at the time of the transfer of risk. ERGOLINE shall be given the opportunity to remedy the defect within a reasonable period of time.
- 5.4 Warranty claims do not exist in the case of insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage arising after the transfer of risk as a result of faulty or negligent handling, excessive strain, unsuitable operating resources or as a result of special external influences not assumed under the contract, as well as in the case of non-reproducible software errors. If improper modifications, installation/removal or repair work is carried out by the customer or by third parties, no claims for defects shall exist for these and the resulting consequences either.

- 5.5 Claims for damages on the part of the customer, irrespective of the legal basis, in particular from unlawful acts, producer liability, breach of consultancy obligations, other breaches of contractual obligations, pre-contractual breaches of duty or delays in performance are excluded for simple negligence on the part of ERGOLINE, its executive bodies, legal representatives, employees or other vicarious agents, insofar as no physical damage has been caused. This exclusion of liability does not apply to the breach of essential contractual obligations or to liability independent of fault, in particular to liability under § 443 BGB (German Civil Code) or for product defects under the Product Liability Act.
- 5.6 If ERGOLINE is liable in cases of slight negligence in accordance with Clause 5.5, liability shall be limited to compensation for the foreseeable damage typical of the contract. Indirect damage and consequential damage resulting from defects in the goods shall also only be eligible for compensation if such damage can typically be expected when the delivery item is used for its intended purpose.
- 5.7 The above exclusions and limitations of liability shall apply to the same extent to the benefit of the Seller's executive bodies, legal representatives, employees and other vicarious agents.
- 6 Use of Software**
- 6.1 ERGOLINE shall be entitled to all industrial property rights to the contractual products, including copyrights, trademark rights, company rights or other marks and know-how, if any. There is no obligation to disclose the source code.
- 6.2 The customer shall be granted the non-exclusive right to use the software supplied with the goods in connection with the use of the goods.
- 6.3 The customer is not entitled to make copies of the software, except for the purpose of use in accordance with Clause 6.2 or for security purposes.
- 6.4 The customer may transfer the rights granted to him to the software to a third party only if the ownership of the product concerned (in particular the hardware product) is transferred to this third party at the same time and the customer does not retain any copies of the software.
- 7 Retention of title**
- 7.1 ERGOLINE shall retain title to the delivered goods until full payment has been made of all claims to which ERGOLINE is entitled against the customer and any further claims arising from the business relationship with the customer, irrespective of the legal basis, including all current account balance claims. The assertion of the retention of title and the seizure of the delivery items by ERGOLINE shall not be deemed withdrawal from the contract unless this is expressly declared by ERGOLINE in writing.
- 7.2 The customer shall be entitled to resell the delivery items in the ordinary course of business, if necessary in accordance with the contractually agreed sales specifications of ERGOLINE; however, the customer hereby assigns to ERGOLINE all claims in the amount of the purchase price agreed between ERGOLINE and the customer (including value-added tax) which accrue to the customer from the resale, irrespective of whether the delivery items are resold without or after processing. The customer is authorized to collect these claims after their assignment.
- 7.3 The processing or transformation of the goods by the customer shall always be carried out for ERGOLINE. If the delivery items are processed with other items not owned by ERGOLINE, ERGOLINE shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other processed items at the time of processing.
- 7.4 If the delivery items are inseparably mixed with other items not owned by ERGOLINE, ERGOLINE shall acquire co-ownership of the new items in the ratio of the value of the delivery items to the other mixed items. The customer shall hold the co-ownership in safe custody for ERGOLINE.
- 7.5 The customer is obliged to treat the goods delivered under retention of title with care and to insure them against loss and destruction at his own expense until the transfer of ownership. In the event of a breach of these obligations or if payment terms granted are considerably exceeded, ERGOLINE shall be entitled to demand the immediate return of the goods delivered under retention of title.
- 7.6 The customer may neither pledge the delivered goods to third parties nor use them as security. In the event of seizure as well as seizure or other dispositions by third parties, the customer shall notify ERGOLINE thereof without delay and provide ERGOLINE with all information and documents required to safeguard ERGOLINE's rights. Enforcement officers or third parties must be made aware of ERGOLINE's ownership.
- 7.7 ERGOLINE undertakes to release the securities to which it is entitled at the customer's request to the extent that the realisable value of the securities exceeds the value of the claims to be secured by more than 10%, insofar as they have not yet been settled. The choice of the securities to be released shall be incumbent upon ERGOLINE.
- 8 Applicable law, place of jurisdiction**
- 8.1 The contractual relationship is subject to the law of the Federal Republic of Germany to the exclusion of the uniform UN Convention on Contracts for the International Sale of Goods.
- 8.2 Place of performance and exclusive venue for all disputes between the parties shall be 72458 Albstadt, Germany.