

## **General Terms and Conditions**

### **Terms and Conditions of Sale, Delivery and Repair of Raiffeisen Waren GmbH, Raiffeisen Technik Westküste GmbH, Raiffeisen Technik HSL GmbH, Raiffeisen Technik Ostküste GmbH, Raiffeisen Technik Nord-Ost GmbH and Raiffeisen Technik RMF GmbH (hereinafter referred to as the "Seller/Contractor")**

1. The following terms and conditions shall apply exclusively to all contracts between the Seller/Contractor and entrepreneurs and consumers (Customer/Client/Buyer). The invalidity of individual terms shall not affect the validity of the remaining terms. The same shall apply if individual terms are not applied. Verbal subsidiary agreements in connection with sales contracts shall only be binding if the Seller confirms them in writing.

In the case of repair orders, amendments and extensions can be made verbally. A repair order shall include the authorisation to place sub-orders and to carry out test drives and, if necessary, transfers. If an order is not carried out, the Client shall be invoiced for the verified costs incurred (time searching for the fault = working time) if an order cannot be carried out because

- the fault complained about was not evident during the inspection,
- a required spare part can no longer be procured,
- the Customer culpably misses the agreed deadline or
- the order was cancelled during execution.

2. Beyond its statutory warranty obligation, the Seller shall not independently guarantee the quality and proper design of the machine or the object of purchase in accordance with the manufacturer's warranty conditions. These terms and conditions have been displayed in the Seller's business premises or handed over in the Seller's business premises or before the contract was concluded to give the Buyer the opportunity to take note of them. However, without assuming any obligation of its own, the Seller shall process the warranty claims accordingly with the respective manufacturer within the scope of the care incumbent upon it in this respect. The Seller shall be liable for claims for defects for 1 year, except in the cases specified in sections 438 (1) No. 2 and 634a (1) No. 2 German Civil Code (BGB). For consumers, this period shall only apply to the sale of used, movable goods. The Seller shall be liable to entrepreneurs only for public statements, in particular advertising, that it uses for its own purposes or that it has expressly included in the contract. As far as legally possible, the sale of used machinery shall take place without any warranty. Exceptions to this are cases in which the Seller is legally liable (see section 3.). Complaints because of an obviously defective or obviously divergent quality of the goods or a delivery of goods that are obviously different from those ordered can only be asserted by the entrepreneur immediately, but no later than one week after the goods were received or the defect became apparent. In the case of consumable goods, notices of defects shall only entitle the entrepreneur to a reduction in price; in the case of goods other than consumable goods, notices of defects shall only entitle the entrepreneur to demand supplementary performance; if this cannot be achieved within a reasonable period of time or is impossible because of the nature of the goods, the entrepreneur shall have the option of withdrawing from the contract or receiving a reduction of the price. The provisions of section 478 BGB shall remain unaffected. The entrepreneur must inspect the goods immediately upon receipt with regard to their quantity, quality and condition and is obligated to make a note of any obvious defects on the receipt. Otherwise, section 377 HGB (German Commercial Code) shall apply in relation to entrepreneurs. Damage during transport shall not entitle the Customer to refuse to accept the goods from the Seller. The relevant provisions of the German Commercial Code shall apply to merchants. Claims for compensation by the Customer over and above the warranty claims, in particular on account of indirect damage and financial loss, shall be excluded to the extent permitted by law.
3. Claims for compensation by the Customer, irrespective of the legal grounds, especially on account of a breach of duties arising from contractual obligations and from unlawful acts, shall be excluded

to the extent permitted by law. This shall not apply insofar as liability is mandatory by law, in particular

- in cases of wilful intent and gross negligence
- in the event of a loss of life, physical injury or damage to health
- because of the assumption of a guarantee for the existence of a certain characteristic
- in the event of a breach of essential contractual obligations or
- in accordance with the German Product Liability Act.

A change in the burden of proof to the detriment of the contractual partner shall not be associated with the above provisions.

4. In the event of force majeure or other extraordinary events beyond the control of the Seller/Contractor, for example war, strikes, riots, blockages of transport routes, an inadequate supply of raw materials, operational disruptions which make the delivery (replacement delivery) impossible, and also in the event of non-delivery or insufficient delivery or in the event of a delayed delivery by upstream suppliers, the Seller/Contractor shall be released from its delivery/repair obligation to the exclusion of claims for damages and other claims for compensation. However, the Seller/Contractor shall be entitled to extend the delivery/repair period by up to three months in this case. The Customer/Client is obligated to accept the goods within this period. Unless a fixed date has been agreed in writing, the delivery dates stated shall be deemed to be only approximate. In such cases, the Seller may exceed the delivery dates by up to 6 weeks without the Customer being able to withdraw from the contract or claim damages. The Seller shall be entitled to provide the contractual service in the form of partial deliveries. If delivery on call has been agreed, the Buyer shall call for delivery within a reasonable period of time.
5. In the event of a delivery abroad, the valid version of the Incoterms shall apply. The contract shall be governed by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
6. The items sold, including their details, shall remain the property of the Seller or the financing bank until the purchase price has been paid in full, including any interest and costs as well as with respect to damages, and until any means of payment (cheques or bills of exchange) have been honoured. The retention of title shall remain in force until the claim has been settled in full and shall not be extinguished by the inclusion of the claim in a current invoice or by an acknowledgement of the balance or in any other way. For the duration of the Seller's ownership, the Customer may only dispose of the items with the written consent of the Seller or in the ordinary course of business, but in no case by transferring them by way of security or pledging them. Resale without immediate payment is only permitted subject to retention of title, whereby the Seller shall retain title to the items.

Any change in ownership and any seizure by a third party must be communicated to the Seller, and also to the financing bank after a transfer of title to the latter, by registered letter as soon as possible. The authorised representative of the Seller or the financing bank shall be permitted to inspect the items delivered subject to retention of title at any time. Insofar as the items owned by the Seller come into the possession or ownership of a third party in any way, in particular through an authorised resale or installation, the Customer hereby assigns to the Seller all claims against third parties arising therefrom, including any claims for remuneration for work and ancillary rights. The Customer may demand that the Seller release part of the securities at its discretion, insofar as their value exceeds the nominal value of the unsettled claims by more than 10%. The Seller shall be permitted to inspect all the business documents relating to the assigned claims at any time. In spite of the retention of title, the Customer shall bear the risks of the loss and deterioration of the items. In all cases in which financing or offsetting is carried out by a third party, the Seller shall assign its rights under the sales contract, including all security interests, to the third party. In all cases of sales, the Seller shall transfer the reserved title to the purchased item to the third party, assigning its claim for surrender against the Customer. The Customer must insure the goods

belonging to the Seller against the usual risks to a reasonable extent at the Seller's request and at the Customer's expense and assign the insurance claims to the Seller. The Seller shall also be entitled to pay the insurance premiums at the Buyer's expense.

7. If companies provide deliveries or services to or for the Seller and the Seller prepares invoices for these, the entrepreneur must immediately check the invoice for correctness and completeness, in particular with regard to the VAT rate shown. Complaints or the disclosure of an incorrect VAT rate must be reported to the Seller within 14 days of receiving the invoice. If the Seller does not receive any communication from the entrepreneur within this period, the VAT rate stated by the Seller shall apply. In the event of a breach of the duty of notification, the entrepreneur shall be obligated to pay damages to the Seller in accordance with the statutory provisions.
8. Lessees who, on the basis of the German Leaseholder Credit Act in the version dated 5 August 1951 (Federal Law Gazette I. p. 494) conclude a pledge agreement must exclude the items acquired under retention of title from the pledge in the pledge agreement for as long as the retention of title exists. They must list these items individually and specify their characterising features. If a pledge agreement was concluded when this contract was concluded, the Customer and the pledgee must agree, specifying the items concerned, that the lien does not extend to these items. The Customer must ensure that the relevant agreement is deposited with the competent local court.
9. The Seller/Contractor shall be entitled to invoice for its services electronically. Unless a special written agreement has been made regarding the payment of the purchase price, all payments shall be made net with no deductions on the day that is specified in the invoice as the due date or that is to be defined as the due date on the basis of the payment terms specified in the invoice. If the basic or company direct debit scheme is used by the Customer to settle the invoices, the Parties expressly agree that, to the extent permitted by law, advance notice shall be given no later than one calendar day before the respective direct debit. The Customer is obligated to pay default interest in the case of a default, even in the event of a deferral. The agreed minimum interest rate shall be 9% above the respective basic rate in accordance with section 247 BGB. The Seller/Contractor may charge for any further damages, dunning costs, collection costs and the like. The Customer shall only be entitled to deduct a discount if the Seller/Contractor has agreed to this in writing for the individual case. The Seller/Contractor or the financing bank may reject bills of exchange, cheques and other instruments. If they are accepted, this shall always only be on account of payment and shall not be considered a cash payment. If a renewal of bills of exchange has been agreed, the renewal bill must be in the possession of the Seller/Contractor or the financing bank at least two working days before the due date of the advance bill of exchange without being requested. Otherwise, the Customer's entitlement to a renewal shall lapse. Several Customers/Clients shall be deemed joint and several debtors. The Customer may only offset counter-claims that are not disputed by the Seller or have been legally established. The Customer may not exercise a right of retention that is not based on the same contractual relationship. The assignment of claims against the Seller requires the prior written consent of the seller. The purchase price shall become due immediately without a reminder if the Customer definitively refuses to pay the purchase price or fails to comply with agreed instalment payments. In such cases, the Seller may refuse to fulfil the purchase contract even without setting a grace period and without warning of the refusal and may demand compensation for all costs and expenses incurred as well as compensation for loss of value. If the Customer is in default of acceptance, the Seller may store the goods, at the expense and risk of the Customer, at its own or a third party's premises or utilise them in a manner it deems suitable for the Customer's account, without the need to give notice. If the ownership structure or the legal form of the Customer's company changes, the Seller may demand immediate payment of all claims and make deliveries dependent on advance payments or the provision of security or withdraw from the contract. The same shall apply in the event of a significant deterioration in the Customer's financial or income situation. Unless agreed otherwise, the place of fulfilment for the delivery/service by the Seller/Contractor shall be the place where the respective branch office of the Seller/Contractor is located. The place of fulfilment for the Customer's payments shall be the registered office of the financing bank, unless a cash payment is made at the premises of the

Seller/Contractor or its branch offices. For business transactions in commercial dealings or for customers who are legal entities under public law or special funds under public law, the registered office of the Seller/Contractor shall be the agreed exclusive place of jurisdiction.

10. We shall collect, store, modify or transmit personal data in compliance with the relevant data protection regulations.
11. The Seller/Contractor shall not take part in dispute resolution proceedings before a consumer arbitration board and is not obligated to do so.