

General Terms and Conditions of Delivery and Payment –BGM -

of the supplier:

B G M Bahmüller und Göpfert
Wellpappen-Verarbeitungs-Systeme GmbH
Wilhelm-Bahmüller-Straße 34
73655 Plüderhausen

1. Scope of application

- 1.1. These General Terms and Conditions shall apply to all deliveries of B G M Bahmüller und Göpfert Wellpappen-Verarbeitungs-Systeme GmbH, D-73655 Plüderhausen (hereinafter "Supplier")
- 1.2. Any other, conflicting or supplementary General Terms and Conditions of the Buyer shall only become an integral part of the contract if and to the extent that the Supplier has expressly consented to their application in writing. This consent requirement shall apply in any case, e.g. even if the Supplier makes the delivery to the Purchaser without reservation in knowledge of the Purchaser's General Terms and Conditions.

2. Conclusion of the contract and scope of delivery

- 2.1. The contract shall be concluded by sending an order confirmation.
- 2.2. The order confirmation shall be exclusively decisive for the scope and execution of the delivery. Material or services not included therein shall be charged separately. If the order confirmation is drawn up on the basis of documents provided by the customer, the information contained therein shall only be binding if express reference is made to it in the order confirmation.

3. Payment agreements

- 3.1. Prices shall be calculated in accordance with the price list valid at the time of the offer, plus statutory value added tax.
- 3.2. The supplier reserves the right to adjust prices proportionately if wage costs or material prices change between the time of the offer and the contractual delivery.
- 3.3. The prices are ex works, excluding packaging, delivery and installation/assembly. Agreements to the contrary shall only be binding insofar as they are expressly acknowledged in writing as part of the order confirmation. Any customs duties, fees, taxes and other public charges shall be borne by the Purchaser.
- 3.4. Payments shall be made without deduction within 10 days of the invoice date. Upon expiry of this period, the Purchaser shall be in default. During the period of default, the price shall bear interest at a rate of 9 percentage points above the respective base interest rate.
- 3.5. The Supplier reserves the right to demand an unlimited, directly enforceable bank guarantee on first demand in the amount of the agreed price prior to delivery. In the event of failure to provide the guarantee within a reasonable period of time, the Supplier shall be entitled to withdraw from the contract.
- 3.6. The Purchaser may only set off such claims as are undisputed or have been finally determined by a court of law.

4. Packaging, delivery and transfer of risk

- 4.1. Packaging shall be charged separately by the supplier and shall not be taken back with the exception of undamaged shipping crates. In the event of undamaged return of shipping crates free Supplier's works within 14 days after delivery, 2/3 of the relevant packaging costs shall be credited.
- 4.2. Partial deliveries are permissible.
- 4.3. Delivery shall be made at the Purchaser's expense.
- 4.4. Delivery times communicated by the Supplier shall not be binding. Delivery dates shall only be binding if they have been expressly agreed as a binding fixed delivery date within the scope of the order confirmation. In the event of non-compliance with a fixed delivery date, the Purchaser shall be entitled to withdraw from the contract after setting a reasonable deadline.
- 4.5. Insofar as delivery is delayed due to circumstances of force majeure (e.g. due to a pandemic), in particular, but not conclusively, in the event of measures within the scope of labor disputes, such as strikes and lawful lockouts, war, environmental disasters as well as the occurrence of other obstacles which are unforeseeable for the Supplier and for which it is not responsible, the delivery period shall be extended by the delay time caused thereby.

This shall also apply in cases

1. of supply deficiencies for which the supplier is not responsible,
2. of untimely and incorrect supply of preliminary products,
3. delivery hindrances, including delivery delays and bans, which are caused by national or international regulations, as a result of export control regulations, embargos or other sanctions, in particular those of the EC and the USA, official licensing obligations or orders.

This shall also apply if such circumstances occur at the Supplier's suppliers. Such obstacles shall be notified to the Purchaser without delay. In return, the Purchaser shall be obliged to provide all information and documents required for the export or transfer of supplies and services.

In any case, a delay in delivery on the part of the Supplier shall imperatively require a reminder from the Purchaser with a reasonable period of grace, unless a commercial or absolute fixed date transaction has been agreed. In the event of damage caused by delay, the Supplier shall limit its liability for damages in addition to performance or damages in lieu of performance to 5% of the value of the delivery/service.

If finally indispensable approvals are not granted or if the delivery/service cannot be approved, the contract shall be deemed cancelled with regard to the affected delivery/service without mutual claims for damages or reimbursement of expenses.

If the relationship between performance and consideration in the procurement of input materials, raw materials or other tangible or intangible goods or shipping/freight costs changes for the Supplier to such an extent that, in good faith for the Supplier, the performance of the obligations arising from a contractual relationship between the Supplier and the Purchaser is to be assessed as economically unreasonable, disproportionate or If the Supplier has made all reasonable efforts to remedy this circumstance, the Supplier may withdraw from the contract or terminate the contract (contract for work and services) without any further obligations arising from the contract or the law for the Supplier.

The Supplier's statutory rights shall remain unaffected, in particular those in the event of exclusion of the obligation to perform, such as due to impossibility or unreasonableness of performance and/or subsequent performance. The Supplier shall be liable in the event of delay of a fixed delivery date in cases of intent and gross negligence in accordance with the statutory provisions. In other cases, liability shall be limited to 5% of the value of the delivery.

Further claims are excluded. If delivery is culpably delayed due to circumstances within the sphere of the Purchaser, the Supplier shall be entitled to charge storage fees in the amount of 0.5% of the invoice amount for each month or part thereof after the notified delivery date as compensation for damages. The Purchaser shall be entitled to prove a lower damage, the Supplier shall be entitled to prove a higher damage.

- 4.6. Insurance against damage of any kind shall be the responsibility of the Purchaser. The Supplier shall insure the goods against damage in transit at the request and expense of the Purchaser.
- 4.7. Delivery shall be made at the risk of the Purchaser. The risk shall pass to the Purchaser as soon as the goods leave the Supplier's works. If delivery is delayed through the fault of the Purchaser, the risk shall pass to the Purchaser as soon as the goods are ready for dispatch

5. 5 Contractual rights of withdrawal

- 5.1. The Purchaser is granted a contractual right of rescission which, however, requires the prior consent of the Supplier in order to be exercised.
- 5.2. In the event of a deterioration of assets of which the Supplier becomes aware after conclusion of the contract or in the event of default in payment by the Purchaser, the Supplier shall be entitled to withdraw from all contracts not yet fully performed. In this case, the Supplier shall be entitled to liquidated damages for loss of profit in the amount of 20% of the net sales value of the ordered but unpaid goods, notwithstanding any further statutory claims. The Purchaser shall be entitled to prove a lower damage, the Supplier shall be entitled to prove a higher damage.

6. Warranty

- 6.1. Warranty shall be assumed exclusively for defective design or defective workmanship. The supplier shall only be liable for material defects to the extent that the material defect should have been detected by professional diligence. Moreover, the warranty shall not apply in the event of only insignificant deviations from the agreed quality or in the event of insignificant impairment of the usability for the intended or usual purpose.
- 6.2. In the event of a defect within the meaning of Clause 6.1, Sentences 1 and 2, the notification and complaint obligations of Section 377 of the German Commercial Code (HGB) shall apply. The supplier shall have the right to choose between rectification and subsequent delivery. The costs for the rectification or subsequent delivery shall be borne by the Supplier, unless the Purchaser's request for rectification of the defect turns out to be unjustified. If the costs increase due to the fact that the delivery has been taken to a place other than the agreed place of delivery, the additional costs incurred as a result shall be borne by the Purchaser. If the subsequent performance fails repeatedly, the Purchaser may withdraw from the contract or reduce the price.
- 6.3. The Supplier shall be liable for damage caused intentionally or by gross negligence, in the event of fraudulent concealment of defects, in the event of the assumption of a quality guarantee and in the event of injury to life, limb or health. The Supplier shall only be liable for other damages if an obligation is violated, the fulfillment of which makes the execution of the contract possible in the first place and on the observance of which the Customer may regularly rely (cardinal obligations). In such cases, liability shall be limited to the typically foreseeable damage.
- 6.4. The Supplier shall not assume any liability for third-party machines referred to by the Purchaser which are connected to the machine supplied by the Supplier. The supplier does not guarantee a faultless software connection between the machine delivered by the supplier and the third-party machine. When connecting third-party machines to the machines supplied by the supplier, failures or defects may occur for which the supplier shall not assume any liability. The exclusion of liability shall not apply to damage caused by a grossly negligent breach of duty by the supplier or by an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the supplier.
- 6.5. Warranty for used goods is excluded.
- 6.6. The warranty period for defects within the meaning of Section 6.1 in new items shall be 1 year from the transfer of risk. The liability for damages in the sense of clause 6.3 sentence 2 shall expire 1 year after knowledge of the damaging party and the damage, however, at the latest 3 years after transfer of risk.

7. Retention of title

- 7.1. The goods shall remain the property of the supplier until receipt of all payments arising from the entire business relationship. During the period of retention of title, pledging or transfer of ownership by way of security shall be prohibited. Resale shall only be permitted to resellers in the ordinary course of business and subject to passing on the reservation of title (extended reservation of title). Claims arising from the resale or transfer of ownership by way of security are hereby assigned to the supplier.
- 7.2. In the event of seizures, attachments or other dispositions or interventions by third parties, the Purchaser shall notify the Supplier in writing without delay. He shall inform the attaching creditor of the retention of title. The Purchaser shall bear all costs incurred to lift the attachment or seizure by third parties and to recover the property.

8. Property rights

- 8.1. The copyright and ownership of drawings, illustrations, plans, models and other documents shall remain with the Supplier. All aforementioned documents may not be made accessible to third parties without the express permission of the supplier and must be returned immediately if the offer in question does not lead to an order.
- 8.2. The Purchaser is obliged to respect existing patent, sample, model and trademark rights to the products manufactured or distributed by the Supplier.
- 8.3. The Customer undertakes not to reproduce or have reproduced, in whole or in part, the products manufactured or distributed by the Supplier under any circumstances.
- 8.4. In case of infringement of the Supplier's intellectual property rights by the Purchaser, the latter shall be held liable for all damages incurred.

9. Liability for consequential damages

Liability for consequential damages and contractual penalties is limited to a maximum of 5% of the net contract price. Due to possible currently existing delivery, transport, travel and regulatory restrictions, as well as a latent risk of a further tightening of official orders and measures due to pandemics such as COVID-19, we as a company point out that the delivery, performance and acceptance dates given and listed, as well as the available delivery quantities, are non-binding. Insofar as we as a company are directly or indirectly prevented from fulfilling our delivery and service obligations due to or as a consequence of pandemics such as COVID-19, no claims shall result from the non-fulfillment or delayed fulfillment, insofar as we do not act intentionally or with gross negligence. This shall also apply to deliveries and services which we receive from contractual partners such as suppliers, service providers or subcontractors of our company and which, in this respect, cannot be delivered or performed at all, in time or in full. We point out that delivery, performance and acceptance dates may therefore be postponed by a reasonable period of time required to overcome the effects of pandemics such as COVID-19. You agree to this without express objection.

10. Confidentiality/Data Protection

The Supplier warrants compliance with the applicable data protection regulations with regard to the personal data of the Purchaser or its vicarious agents collected, processed and used within the framework of the contractual relationship. Further information can be found in the data protection declaration of Wilhelm Bahmüller Maschinenbau Präzisionswerkzeuge GmbH and Göpfert Maschinen GmbH on the respective homepages.

11. Export control clause

- 11.1. The deliveries and services (performance of the contract) shall be subject to the proviso that there are no obstacles to performance due to national or international export control regulations, in particular embargos or other sanctions. The customer undertakes to provide all information and documents required for the export or shipment. Delays due to export inspections or licensing procedures shall suspend deadlines and delivery times. If required approvals are not granted or if the delivery and service cannot be approved, the contract shall be deemed not to have been concluded with regard to the parts concerned.
- 11.2. We shall be entitled to terminate the contract without notice if such termination is necessary for us to comply with national and international legal provisions.
- 11.3. In the event of termination in accordance with clause 11.2, the assertion of damages or the assertion of other rights by the customer due to the termination shall be excluded.
- 11.4. The customer shall comply with the applicable provisions of national and international (re-) export control law when transferring the goods delivered by us (hardware and/or software and/or technology as well as related documents, irrespective of the manner in which they are made available) or the work and services provided by us (including technical support of any kind) to third parties in Germany and abroad.

12. Final Provisions

- 12.1. The contracting parties agree that German law shall apply to all legal relationships. German law shall also apply in cross-border legal relations to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 12.2. The place of performance for all services, in particular deliveries and payments, shall be the registered office of B G M Bahmüller und Göpfert Wellpappen-Verarbeitungs-Systeme GmbH, in D-73655 Plüderhausen.
- 12.3. The place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of B G M Bahmüller und Göpfert Wellpappen-Verarbeitungs-Systeme GmbH, in D-73655 Plüderhausen.
- 12.4. Should one of the above general terms and conditions be invalid, the remaining provisions shall remain unaffected. In place of the invalid provision, the statutory provisions shall then take effect.

Status: June 2022