

General Terms and Conditions of Sale of BST Solutions GmbH

§ 1 Scope of application

These Terms and Conditions of Sale shall apply exclusively to entrepreneurs, legal entities under public law or special funds under public law within the meaning of § 310 paragraph 1 BGB (German Civil Code). We shall only recognize any terms and conditions of the customer which conflict with or deviate from our terms and conditions of sale if we expressly agree to their validity in writing.

These Terms and Conditions of Sale shall also apply to all future transactions with the customer, insofar as these are legal transactions of a related nature.

3. individual agreements made with the purchaser in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these terms and conditions of sale. . For the content of such agreements, subject to the contrary evidence, a written contract or our written confirmation shall prevail.

§ 2 Offer and Conclusion of Contract

If an order is to be regarded as an offer in accordance with § 145 BGB, we can accept it within two weeks.

§ 3 Documents provided

We reserve all property rights and copyrights to all documents handed over to the customer in connection with the placing of the order - also in electronic form - such as calculations, drawings, etc.. These documents may not be made accessible to third parties unless we give our express written consent to the customer to do so. If we do not accept the customer's offer within the period of § 2, these documents must be returned to us immediately.

§ 4 Prices and Payment

Unless otherwise agreed in writing, our prices are ex works excluding packaging and plus value added tax at the applicable rate. Packaging costs will be invoiced separately.

Payment of the purchase price must be made exclusively to one of our named accounts. The deduction of cash discount is only permitted with a written special agreement.

Unless otherwise agreed, the purchase price is to be paid within 30 days of delivery. Interest on arrears shall be charged at a rate of 8% p.a. above the respective base interest rate. The assertion of a higher damage caused by default remains reserved.

Unless a fixed price agreement has been made, we reserve the right to make reasonable price changes due to changes in wage, material and distribution costs for deliveries made 3 months or more after conclusion of the contract.

§ 5 Rights of retention

The customer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

§ 6 Delivery time

1. The beginning of the delivery time stated by us presupposes the timely and proper fulfilment of the customer's obligations. We reserve the right to plead non-performance of the contract.
2. If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims. Insofar as the above conditions exist, the risk of accidental loss or accidental deterioration of the object of sale shall pass to the customer at the point in time at which he is in default of acceptance or debtor's delay.
3. In the event of a delay in delivery not caused by us with intent or gross negligence, we shall be liable for each completed week of delay within the framework of a lump-sum compensation for delay amounting to 1% of the delivery value, but not more than 10% of the delivery value.
4. Further legal claims and rights of the customer due to a delay in delivery remain unaffected.

§ 7 Delivery, transfer of risk on shipment

1. Unless otherwise agreed, delivery shall be ex works ("Ex Works" - INCOTERMS 2010), where the place of performance for the delivery and any subsequent performance shall also be. At the request and expense of the customer, the goods will be shipped to another destination. Unless otherwise agreed, we shall be entitled to determine the type of shipment ourselves.
2. If the goods are shipped to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to the customer, at the latest upon leaving the factory/warehouse. This shall apply irrespective of whether the goods are shipped from the place of performance or who bears the freight costs.

§ 8 Retention of title

1. We reserve the right of ownership of the delivered item until full payment of all claims arising from the delivery contract. This also apply to all future deliveries, even if we do not always expressly refer to this. We are entitled to take back the object of purchase if the customer behaves contrary to the terms of the contract.
2. The customer is obliged to treat the object of sale with care as long as ownership has not yet passed to him. In particular, he is obliged to insure them sufficiently at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work has to be carried out, the customer must carry this out in good time at his own expense. As long as ownership has not yet been transferred, the customer must inform us immediately in writing if the delivered item is seized or subjected to other interventions

by third parties. Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer is liable for the loss incurred by us.

3. The customer is entitled to resell the reserved goods in the normal course of business. The customer hereby assigns to us the claims against the customer arising from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including value added tax). This assignment shall apply irrespective of whether the object of sale has been resold without or after processing. The customer remains authorised to collect the claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected thereby. However, we shall not collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, has not filed for insolvency or suspended payments.
4. The treatment and processing or transformation of the object of sale by the customer shall always be carried out in our name and on our behalf. In this case, the customer's expectant right to the object of sale shall continue to apply to the transformed object. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the objective value of our object of sale to the other processed objects at the time of processing. The same shall apply in the event of mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer transfers co-ownership to us on a pro rata basis and stores the resulting sole ownership or co-ownership for us. In order to secure our claims against the customer, the customer also assigns to us such claims which accrue to him against a third party through the combination of the reserved goods with a piece of land; we hereby accept this assignment.
5. We undertake to release the securities to which we are entitled at the request of the customer if their value exceeds the claims to be secured by more than 20 %.

§ 9 Warranty and notice of defects as well as recourse/manufacturer's recourse

1. Warranty rights of the purchaser presuppose that he has properly fulfilled his obligations to inspect the goods and give notice of defects according to § 377 HGB (German Commercial Code).
2. Warranty claims shall become statute-barred 12 months after delivery of the goods delivered by us to our customer. The statutory period of limitation shall apply to claims for damages in cases of intent and gross negligence as well as in cases of injury to life, limb and health which are based on an intentional or negligent breach of duty by the user. Insofar as the law pursuant to § 438 para. 1 no. 2 BGB, § 445 b BGB and § 634a para. 1 BGB prescribes longer periods, these periods shall apply. Our consent must be obtained before any goods are returned.
3. The warranty does not apply to natural wear and tear and parts which are subject to premature consumption as a result of their material composition or type of use, such as discharge tubes, nor to damage as a result of improper use, improper storage, treatment or use, excessive strain and unsuitable operating materials.
4. If, despite all due care taken, the delivered goods exhibit a defect which existed at the time of transfer of risk, we shall, at our discretion and subject to timely notification of the defect, either repair the goods or deliver replacement goods. We shall always be given the opportunity to remedy the defect within a reasonable period of time. Recourse claims remain unaffected by the above provision without restriction.
5. If the supplementary performance fails, the customer may - without prejudice to any claims for damages - withdraw from the contract or reduce the remuneration.

6. There shall be no claims based on defects in the event of insignificant deviations from the agreed quality, insignificant impairment of usability, natural wear and tear or damage arising after the transfer of risk as a result of faulty or negligent handling, excessive strain, unsuitable equipment, defective construction work, unsuitable subsoil or due to special external influences not assumed under the contract. If the purchaser or third parties carry out improper repair work or modifications, no claims based on defects shall exist for these and the resulting consequences either.
7. Claims of the purchaser due to expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded insofar as the expenses increase because the goods delivered by us were subsequently brought to a location other than the purchaser's branch office, unless the transfer corresponds to their intended use.
8. Recourse claims of the customer against us shall only exist insofar as the customer has not made any agreements with his customer which go beyond the legally mandatory claims based on defects. Paragraph 6 shall also apply mutatis mutandis to the scope of the customer's right of recourse against the supplier.

§ 10 Use of software

Insofar as software is included in the scope of delivery, the customer is granted a non-exclusive right to use the delivered software including its documentation. It shall be made available for use on the delivery item intended for this purpose. The customer may only copy, revise, translate or convert the software from the object code to the source code to the extent permitted by law. The customer undertakes not to remove or alter manufacturer information - in particular copyright notices - without our prior express consent.

All other rights to the software and the documentation, including copies thereof, are reserved. Stay with us. The granting of sublicenses is not permitted.

§ 11 Miscellaneous

1. This contract and all legal relations between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Place of performance and exclusive place of jurisdiction for all disputes arising from this contract shall be our place of business, unless otherwise stated in the order confirmation.
3. All agreements made between the parties for the purpose of executing this contract are set down in writing in this contract.

Heiligenhaus, 06.08.2019