

# General Terms and Conditions for Deliveries and Services of LemnaTec GmbH

## § 1 Object of contract

These General Business Terms shall apply to all products of LemnaTec GmbH, hereinafter referred to as LemnaTec, for which LemnaTec does not use any special General Business Terms.

## § 2 General information/scope

(1) These General Business Terms shall apply to all current, and as a Framework Agreement, also to all future business relationships between LemnaTec and the customer, without LemnaTec having to refer the customer to the General Business Terms again in each individual case, insofar as no other General Business Terms of LemnaTec are including in the future contracts.

(2) The offers and declarations of acceptance, all services and deliveries shall be carried out exclusively based on the General Business Terms stated below in their respective most recent version. These General Business Terms are freely available in the Internet under <http://www.lemnatec.com> at all times and can be saved and printed out by the customer in any reproducible form.

(3) The Terms of Purchase of the customer are hereby explicitly objected to. Deviating, contradictory or supplementary General Business Terms of the customer shall, even if LemnaTec is aware of such terms, not become part of the contract unless LemnaTec explicitly agrees to their validity in writing upon conclusion of the contract. This requirement for a confirmation shall also apply if LemnaTec carries out the delivery to the customer without reservation in the knowledge of contradictory or deviating General Business Terms of the customer. The consent granted in writing upon conclusion of the contract shall respectively only apply to the individual case regulated therein.

(4) The General Business Terms of LemnaTec shall only apply if the customer is an entrepreneur (Section 14 BGB [German Civil Code]), a legal entity under public law or special fund under public law.

## § 3 Conclusion of contract

(1) Offers of LemnaTec are without obligation.

(2) If the order placed by the customer is to be qualified as an offer according to Section 145 BGB LemnaTec can accept this order within 4 weeks insofar as not otherwise derived from the customer's order. However, this is not yet deemed as the conclusion of a contract. LemnaTec can accept this binding offer of the customer, subject to any other agreement with the customer, up to 7 days after the receipt by LemnaTec by sending an order confirmation. The contractual text will not be stored by LemnaTec. Insofar as the customer does not state any individual specifications of the respective object of delivery in its placed order according to the respective envisaged individual type of use by taking all technically relevant factors into consideration or only states incomplete

specifications, the general product details of LemnaTec shall apply in addition.

(3) The acceptance can either be declared in writing by the order confirmation (also by fax and e-mail) of LemnaTec or by delivery of the goods to the customer. In this case the customer will also receive a written order confirmation. Insofar as no other written agreements exist the written order confirmation of LemnaTec shall contain the services owed as per contract.

(4) There are no oral collateral agreements upon conclusion of the contract. Individual agreements explicitly reached by the customer with LemnaTec in an individual case (including collateral agreements, supplements and changes to these General Business Terms) shall – if they were reached after conclusion of the contract – in any case have precedence over these General Business Terms. A written contract or – if such does not exist – LemnaTec's written confirmation to the customer is decisive for the content of such individual agreements.

(5) The right shall remain to make technical changes as well as changes in construction, form, colour and/or weight of the objects of delivery within the scope of that which is deemed reasonable for the customer.

(6) A guarantee will only be granted if it has been explicitly described as such and was declared by the management of LemnaTec in writing. The condition of the goods which are to be delivered can be derived from the respective product description of LemnaTec that is applicable at the time when the contract is concluded. Other details such as technical data, descriptions, diagrams and drawings, measurement and weight details – also if these refer to standards – are subject to regular changes. These details shall only obligate LemnaTec if they were confirmed as binding by LemnaTec in advance.

(7) LemnaTec shall reserve the property rights and copyrights to diagrams, drawings, drafts, models, samples, calculations, cost estimates and other documents or objects; they may not be made accessible to third parties. A forwarding to third parties requires the explicit and prior written consent of LemnaTec.

## § 4 Delivery

(1) Partial deliveries are permitted insofar as they are deemed reasonable for the customer.

(2) The delivery shall be carried out FCA shipping point of the delivering plant insofar as not explicitly otherwise agreed.

(3) The customer is responsible for the execution of all procedures with regard to export and import of the objects of delivery and shall bear all costs incurred for this purpose. LemnaTec shall support the customer hereby. The objects of delivery can be subject to (re-)export restrictions, e.g. those of the United States of America or of the European Union. The customer has to comply with these provisions in

case of a resale or other export. LemnaTec is entitled to terminate the contract without notice if the termination is necessary for LemnaTec in order to comply with national or international legal regulations.

(4) In the event of a termination according to Subclause 4.3 the assertion of damages or the assertion of other rights by the orderer owing to the termination shall be excluded.

(5) Delivery dates and delivery deadlines shall always only apply as approximate and are not binding for LemnaTec unless a delivery date was explicitly agreed as binding in writing upon conclusion of the contract. The delivery deadline or the delivery date shall be deemed as adhered to if the objects of delivery have left the plant of LemnaTec until its expiry or if LemnaTec reported the readiness for shipment to the customer with regard to the goods that are to be delivered until the expiry of the delivery deadline. The start of the delivery time stated by LemnaTec shall presume the clarification of all technical questions as well as the timely and proper fulfilment of the obligations of the customer. These shall in particular also include possible documents that are to be procured or created by the customer such as drawings, descriptions, permits that are to be submitted by the customer, releases and the credit of advance payments possibly agreed with LemnaTec into the account of LemnaTec. If one of these pre-requisites are missing or in case of unclear points for which the customer is responsible, the delivery time stated by LemnaTec shall be inhibited until the impediment has been remedied by the customer as long as the impediment exists and shall consequently be extended by the time of the inhibition to the expiry of the deadline.

(6) If the customer requests amendments or addendums to the contract after conclusion of the contract, e.g. with regard to the customer-specific adjustments to the objects of delivery, which render the adherence to the delivery date or the delivery deadline impossible then the delivery date shall be postponed or the delivery deadline will be extended in line with the required amendments and addendums

(7) The right to the correct and timely self-delivery shall remain reserved with the consequence that LemnaTec will be released from the delivery obligation if LemnaTec is not supplied by its supplier without this being its own fault although LemnaTec has previously concluded a corresponding supply contract with the supplier. LemnaTec will inform the customer immediately that the supplier has not made deliveries to LemnaTec. LemnaTec therefore cancels the contract and that the consideration – insofar as it was already provided by the customer – will be reimbursed immediately.

(8) The customer is obliged to accept an object of delivery, which only features insignificant deviations from the agreed condition or an insignificant impairment to the use.

(9) The costs for the shipment are to be borne