

GENERAL TERMS AND CONDITIONS

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1. Scope

The following Terms and Conditions apply to all offers and sales orders accepted by amec GmbH as well as orders from suppliers. The following conditions apply, whether accepted in writing or tacitly by the contractual partner, and upon acceptance of the goods and settlement of the corresponding invoice. They also apply if amec GmbH does not explicitly object to any of the contractual partner's terms and conditions that deviate. In this respect, a lack of objection cannot be deemed to constitute consent. The validity of any deviating conditions is excluded, unless the deviation from these Terms and Conditions has been agreed in writing by both parties.

2. Conclusion of contract

- 2.1 An order placed with amec GmbH does not constitute a contract. The conclusion of a contract requires prior express acceptance or confirmation by amec GmbH.
- 2.2 The customer remains bound to their order for 30 days. If amec GmbH does not declare acceptance within 30 days, the customer may withdraw from their order; Unless a corresponding declaration is made, the customer shall remain bound by their order beyond the 30-day period. A simple order confirmation does not constitute acceptance of the contract by amec GmbH.
- 2.3 The offers of amec GmbH are subject to change and non-binding and are valid for 8 weeks, unless expressly agreed otherwise.

3. Terms of delivery / reservation of self-supply / blanket orders

- 3.1 Delivery dates do not represent fixed contracts but merely serve as points of reference. They are given to the best of our knowledge and as precisely as possible. The delivery period begins when the Buyer receives the order confirmation, however not before the documents, permits, and releases to be provided by the Buyer are submitted as well as not before any agreed-upon down payment is received.
- 3.2 Partial deliveries are permitted as long as they are reasonable to the Buyer.
- 3.3 In cases of force majeure, such as war or danger of war, industrial action (also in supplier companies of amec GmbH) or in the case of allocations that cannot be foreseen by amec GmbH, amec GmbH is entitled to extend the deadline for the fulfilment of the contract by a period that is proportionate to the respective event.
- 3.4 amec GmbH may rescind the contract with the Buyer if amec GmbH, in spite of entering into a valid sales contract with its supplier, is not provided with the goods ordered by the Buyer in a timely manner or if they are delivered incorrectly without amec GmbH being responsible for the incorrect or untimely delivery by the supplier. The Buyer shall be informed of this fact without undue delay. If amec GmbH does not rescind the contract, it shall be released from its duty to perform for the duration of the untimely or incorrect delivery by its supplier. In this case, the Buyer may rescind the contract if they cannot reasonably be expected to adhere to it. In the event of rescission by one of the contracting parties, any services received must be returned.
- 3.5 Blanket orders have a standard duration of 12 months, beginning on the date of the first delivery. Goods still undelivered shall be fully delivered upon expiry of the respective blanket order. At the end of this period, the Buyer shall be deemed to be in default of acceptance, without amec GmbH being required to offer the service, unless expressly agreed otherwise.

4. Prices

- 4.1 The indicated prices shall be net and are valid for deliveries ex warehouse (amec GmbH's warehouse) plus packaging. Agreements to the contrary shall be indicated in writing. Discounts are not granted if the Buyer has fallen behind with payments for previous deliveries.
- 4.2 In the case of a sales price denoted in a foreign currency, the Buyer bears the risk of a deterioration of the exchange rate of that currency to the euro for the time period from the conclusion of the contract until the amount is received by amec GmbH.

5. Payments, set offs and the right to withhold performance

- 5.1 Payments shall be due immediately without any deductions, as long as no other payment terms are agreed in writing. COD deliveries shall be paid without any deductions.
- 5.2 Bills of exchange or checks shall be accepted only on account of performance, but never in lieu of performance. When the bill of exchange or the check is issued, possession of the bill of exchange or check also passes to the Seller.
- 5.3 If payments are made later than agreed upon in paragraph 5.1, amec GmbH may, at its discretion, charge the Buyer interest from the due date until the payment is made amounting to 3% over the basis interest rate without a reminder notice being required. If the Buyer is in default, interest amounting to 5% over the base interest rate shall be charged until the payment is made. The Buyer has the right to prove lesser damage. For business customers, a flat rate of interest amounting to 9% interest above the base rate shall be charged.
- 5.4 If the Buyer's financial condition substantially deteriorates after concluding the contract or if such a financial deterioration only becomes known after concluding the contract, amec GmbH shall be released from its duty to perform until the Buyer makes payment or has provided appropriate collateral for the claim.
- 5.5 The Buyer can only offset with claims that are undisputed or legally valid or with written consent of amec GmbH and only exercise a right of retention in such cases. The commercial right of retention according to Section 369 of the German Commercial Code (HGB) is excluded.

6. Material defects / NCNR agreement

- 6.1 amec GmbH guarantees that, upon transfer of risk, the goods ordered are free from material and legal defects.
- 6.2 After receipt of the goods, the Buyer must immediately examine the goods for completeness and/or any defects.
- 6.3 In the event of a defect, the Buyer has the right to request the rectification of the defect or the delivery of a defect-free item. amec GmbH may refuse the selected type of supplementary performance if it is only possible at disproportionate costs. This applies in particular to the reimbursement of expenses in accordance with Section 439 (3) of the German Commercial Code [BGB]. If amec GmbH raises the objection of disproportionality in this context, the remaining warranty rights shall remain unaffected.
- 6.4 Recourse claims of the Buyer against amec GmbH according to Section 478 of the German Commercial Code [BGB] only exist insofar as the Buyer has not made any agreements with their customer that go beyond the statutory claims for defects.
- 6.5 Warranty claims shall be excluded if the defect is caused by improper handling, use or excessive force.
- 6.6 Claims of the Buyer due to material defects shall expire one year after handover/delivery of the purchased item to the Buyer. Excluded from this are claims for defects by consumers and claims for damages due to injury to life, body or health and/or claims for damages due to damage caused by gross negligence or wilful intent by amec GmbH. In this respect, the statutory limitation periods shall apply."
- 6.7 NCNR agreement: Unless expressly agreed otherwise, orders are deemed to be manufactured or procured specifically for the Buyer and can therefore not be used for other customers or purposes. Unless expressly agreed otherwise, amec GmbH therefore

only accepts orders with the inclusion of an „NCNR“ clause. „NCNR“ (non-cancellable, non-returnable) means that orders and products that fall under this clause cannot be cancelled or changed after the written order confirmation by amec GmbH.

7. Impossibility of performance, contractual adjustment

- 7.1 Provided that the delivery is impossible, the Buyer is entitled to claim damages unless amec GmbH is not responsible for the impossibility. The Buyer's claim for damages shall, however, be limited to an amount of 10% of the value of the part of the delivery that, due to the impossibility, cannot be put to the intended use. This limitation shall not apply where liability is mandatory, such as in cases of intent, gross negligence or due to injury to life, body or health; this does not imply a change in the burden of proof to the detriment of the Buyer. The Buyer's right to rescind the contract shall remain unaffected.
- 7.2 If unforeseeable events substantially change the economic importance or the contents of the delivery or substantially affect amec GmbH's business, the contract shall be appropriately amended taking into account the principles of reasonableness and good faith. Provided that doing so is economically unreasonable, amec GmbH shall have the right to rescind the contract. If amec GmbH intends to exercise its right to rescind the contract, it shall immediately notify the Buyer thereof after having realized the repercussions of the event; this shall also apply even where an extension of the delivery time has previously been agreed upon with the Buyer.

8. Other claims for damages

- 8.1 Any claims for damages the Buyer may have, based on whatever legal reason, especially due to infringement of duties arising in connection with the contract and tort are excluded.
- 8.2 The above shall not apply in the case of mandatory liability, e.g. under the German Product Liability Act and in cases of intent, gross negligence, injury to life, body or health, or in the case of infringement of material contractual obligations. However, claims for damages arising from the infringement of material contractual obligations shall be limited to typical contractual, foreseeable damages, provided that they are not caused by intent or gross negligence or based on liability for injury to life, body or health. The above provisions do not imply a change in the burden of proof to the detriment of the Buyer.
- 8.3 Provided that the Buyer has a valid claim for damages, they become time barred when the limitation period that is valid for material defect claims expires. In the case of claims for damages under the German Product Liability Act, the statutory provisions governing limitation periods shall apply.

9. Reservation of ownership

- 9.1 All of amec GmbH's deliveries and services are made exclusively under extended retention of ownership. amec GmbH authorizes the Buyer in this respect to have the purchased thing at their disposal in the course of ordinary business operations. In return, the Buyer assigns all rights of resale to amec GmbH in advance. Moreover, the reservation of ownership to processed goods shall apply. In this respect, amec GmbH also remains the owner of the goods subject to reservation of ownership in the case of combining, mixing, or processing, or it becomes the co-owner of the new item up to the value corresponding to the value of the item delivered.
- 9.2 Business customers may resell the goods subject to reservation of ownership in the ordinary course of business. If the Buyer should default on payment, amec GmbH may revoke the authorization to resell.
- 9.3 Claims resulting from resale or other legal grounds regarding the goods subject to reservation of ownership are transferred completely by the Buyer here and now as security to amec GmbH. In the case of selling goods subject to reservation of ownership together with other goods at a total price, the transfer shall encompass the first-ranking partial claim corresponding to the invoice value of the goods. Transfers of claims also encompass the Buyer's claims to the final balance of a current account, which the Buyer agrees upon with their customer. If requested, the Buyer shall disclose claim transfers and shall give all desired information regarding the claims transferred to amec GmbH by presenting the documents.
- 9.4 If the Buyer is not a dealer themselves, they are entitled to resell the goods only in the case of written consent by the Seller until amec GmbH's total claim from the business relationship has been completely paid.
- 9.5 In the case of the Buyer defaulting on payment or other substantial breaches of the contract by the Buyer, amec GmbH is entitled to rescission and repossession after setting an appropriate deadline. In this case, the Buyer is obligated to transfer claims for return of property against third parties to amec GmbH. The Buyer irrevocably grants amec GmbH the right to enter the premises of the Buyer in which the goods subject to reservation of ownership are stored to make it possible for amec GmbH to take or also view the goods.
- 9.6 If the value of amec GmbH's collateral permanently and including the assignment of future claims exceeds its claims by 20%, then it is obligated at the request of the Buyer to release collateral granted to it at the discretion of amec GmbH until the value of the remaining collateral exceeds amec GmbH's claims by less than 20%. The basis for calculating the value of the collateral is amec GmbH's sales price less 10% if the goods are no more like new.
- 9.7 The Buyer is not allowed to pledge or to assign the goods subject to reservation of ownership as a security, or otherwise encumber them with third-party rights, without the written consent of amec GmbH.

10. Applicable law and jurisdiction

- 10.1 The law of the Federal Republic of Germany applies exclusively to contracts concluded by amec GmbH, to the express exclusion of the UN Sales Law pursuant to the CISG and German international private law. The place of jurisdiction for all disputes arising from or in connection with a contractual relationship with amec GmbH is Hanover.
- 10.2 If the sales contract is entered into and performed in EU inter-community business and the Buyer does not provide the Seller with their value-added tax number along with the order, amec GmbH is entitled to charge and demand the applicable federal German value-added tax in addition to the agreed-upon sales price.