

General Terms and Conditions of Delivery and Payment of

Wiebrock Mess- und Regeltechnik GmbH and Wiebrock PFK GmbH & Co.KG in Herford, Germany, for use in business transactions with companies.

1 General

The terms and conditions of Wiebrock Mess- und Regeltechnik GmbH or Wiebrock PFK GmbH & Co.KG, hereinafter referred to as the supplier, shall apply exclusively to the entire business relationship, i.e. also to subsequent transactions.

We are not bound by any other conditions, in particular those of the purchaser, even if we do not expressly object to them. Oral declarations deviating from these conditions, in particular promises made by representatives, must be confirmed in writing in order to be valid.

2 Offers

The binding period for offers made by the contractor is regularly one week, unless otherwise specified in our offer. The period begins with the receipt of the complete offer by the customer.

3. Set-off and right of retention

Offsetting and the right of retention against our claims are only possible insofar as the claims of the customer are undisputed or have been legally established.

4 Shipping and costs

4.1 If no precise instructions are given by the customer, we shall dispatch the goods at our best discretion. We do not assume any obligations of any kind with regard to the cheapest possible shipment. All consignments shall always travel for the account and at the risk of the customer. Even in the case of carriage paid delivery, the risk shall pass to the customer when the goods are handed over to the delivery company.

4.2 At the request and expense of the customer, deliveries will be insured by the supplier against the usual transport risks.

5 Delivery conditions

5.1 In principle, our deliveries shall be made carriage forward, unless otherwise agreed. Even in the case of carriage paid deliveries, the delivery shall be made at the risk of the

customer. In the case of goods ready for dispatch and delay in dispatch or acceptance for reasons for which we are not responsible, the risk shall pass to the customer upon receipt of the notification of readiness for dispatch.

5.2 The delivery time shall in principle only be deemed to be an approximate, non-binding indication. Anything to the contrary shall only apply if deviating delivery conditions have been expressly agreed. In cases of force majeure or other events which make delivery considerably more difficult or temporarily impossible for us, for which we are not responsible (e.g. strike, lockout, forces of nature, pandemics etc.), the delivery time shall be extended accordingly. If the unforeseeable hindrance lasts longer than 2 weeks, we shall be entitled to withdraw from the contract without the customer incurring any claims for damages as a result.

6 Warranty

6.1 Material defects shall become statute-barred after 24 months.

6.2 Any complaints regarding the quality or quantity of the goods must be made in writing or in text form immediately after receipt of the goods, stating the order data, the invoice and dispatch numbers and enclosing samples. Hidden defects must be reported in writing immediately after discovery. The burden of proof that the defect is hidden shall lie with the purchaser.

6.3 We shall comply with timely and justified notices of defect at our discretion by exchanging the goods or compensating for the reduced value, provided that the goods are still in the same condition as when delivered. Rejected goods may only be returned with our express consent. The risk of the return shipment shall be borne by the customer.

6.4 In the event of shortages, we shall have the choice between subsequent delivery or a corresponding credit note.

6.5 If the replacement delivery is also defective, the customer may demand the cancellation of the contractor a reduction of the remuneration. The customer may not refuse to accept deliveries due to insignificant defects. The customer may not derive any rights with respect to the remaining partial quantities due to defective partial deliveries.

6.6 Further claims of the orderer, in particular for compensation for damage which has not

occurred to the goods themselves, are excluded, unless we are guilty of intent or gross negligence. Claims of the orderer for compensation for pure financial loss or loss of profit shall be limited to the generally foreseeable average damage. This does not apply to claims for damages from the point of view of injury to life, body or health which are based on negligent breach of duty on our part or an intentional or negligent breach of duty by one of our legal representatives or vicarious agents.

7 Retention of title

7.1 The delivered goods shall remain our property until the customer has paid in full all claims, including future claims, arising from the business relationship with us. In the case of a current account, the retention of title shall apply to the respective balance.

7.2 The customer may sell the goods subject to retention of title in the ordinary course of business. The processing and further processing of the goods shall be carried out on our behalf as manufacturer within the meaning of § 950 of the German Civil Code (BGB), without this giving rise to any obligations on our part. The customer hereby irrevocably assigns to us in full all claims against his customers to which he is entitled from the sale of the goods delivered under retention of title. In the same way, the purchaser already now assigns his expectant rights to the reserved goods to us as security. They serve as security to the same extent as the reserved goods. We hereby accept the assignment. Upon request, the customer shall inform us at any time of the names of the debtors of the assigned claim and notify the debtor of the assignment.

7.3 If the value of the security granted to us exceeds our claim by more than 20%, we shall be obliged to release the security at the request of the orderer insofar as the value of the security exceeds the claim to be secured by 20%.

8 Place of performance

Herford is agreed as the place of performance for all rights and obligations arising from the contract.

9 Choice of law and place of jurisdiction

9.1 The law of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods is excluded.

9.2 If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction shall be the court responsible for our place of business. We are also entitled to sue the customer at his general place of jurisdiction.

10 Severability clause

Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic effect comes as close as possible to the invalid provision.

Herford, Germany, November 20022

The Management