

#### I. Scope of application/offer

1. Our terms and conditions of sale apply exclusively. Unless we have expressly agreed to their validity, we do not recognize any terms and conditions of the Buyer that conflict with or deviate from our terms and conditions of sale. Our terms and conditions of sale also apply if we are aware of terms and conditions of the Buyer that conflict with or deviate from our terms and conditions of sale and make delivery to the Buyer without reservation.
2. By placing an order or accepting deliveries, the Buyer accepts the validity of our general terms and conditions of machine sale and delivery, not only for the transaction in question, but also for future transactions.
3. Offer-related documents, such as illustrations, drawings, weight and dimension specifications are only approximate unless expressly designated as binding. The Supplier reserves the right of ownership and copyright to cost estimations, drawings and other documents; these must not be made accessible to third parties. The Supplier may only make plans designated as confidential accessible to third parties with the Buyer's consent.
4. We treat all company and personal data received in connection with the order as confidential. However, it is permitted to mention the name of the Buyer and a general description of the project by way of general reference.

#### II. Scope of delivery

1. The written order confirmation provided by the Supplier is decisive for the scope of delivery. In the event of an offer from the Supplier with a time commitment and deadline for acceptance, the offer is decisive unless timely order confirmation is available. Supplementary agreements and amendments require the written confirmation of the Supplier.

#### III. Price and payment

1. In the absence of a special agreement, prices apply ex works including loading at the plant, excluding packaging. The prices do not include VAT at the valid statutory rate.
2. In the absence of a special agreement, payment will be made in cash without deduction to the Supplier's payment office as follows:  
1/3 deposit after receipt of order confirmation,  
1/3 when the Buyer is informed that the main parts are ready for dispatch,  
1/3 as balance within one month of transfer of risk. In case of late payment, default interest will be charged at 8% above the European Central Bank (ECB) base rate.
3. The Buyer may only exercise rights of set-off or retention insofar as is legally determined or undisputed. In case of defects in delivered goods, the Buyer's rights remain unaffected, in particular their right to retain a corresponding part of the purchase price.
4. The Buyer may only exercise a right of retention if their counterclaim is based on the same contractual relationships.

#### IV. Delivery time

1. The delivery period will commence with the issuing of the order confirmation, but not before the provision of documents, approvals, releases and the receipt of the agreed deposit from the Buyer.
2. The delivery period will be considered to have been met if the article being supplied has left the plant or its readiness for dispatch has been notified before said period expires.
3. The delivery period shall be extended appropriately in the event of labor disputes, in particular strikes and lock-outs, in addition to unforeseen hindrances that are beyond the control of the Supplier, provided that such circumstances can be proven to have a considerable influence on the production or delivery of the goods to be delivered. The conclusion of the contract is subject to correct and timely delivery by our suppliers. In the event of the non-availability of the services, the Buyer shall be informed without delay and any services already received will be refunded immediately. In particular, non-availability in this respect includes delayed delivery by our suppliers if we have carried out a so-called covering transaction, when neither us nor our suppliers are at fault or, in individual cases, if we have no obligation of procurement. The aforementioned circumstances are also not attributable to the Supplier if they occur during an already existing delay. The Supplier will notify the Buyer immediately of the beginning and end of such hindrances.
4. If delivery is delayed at the request of the Buyer, the costs incurred for storage will be charged to the Buyer starting one month after notification of readiness for dispatch, but in the case of storage on the Supplier's premises, at least 1/2 percent of the invoice amount for each month. However, after the specification and expiry of a reasonable deadline and the provision of a reasonable extension to the Buyer, the Supplier is entitled to dispose of the article being supplied otherwise.
5. Compliance with the delivery period is conditional upon the Buyer's fulfillment of their contractual obligations.

#### V. Transfer of risk and acceptance

1. The risk of accidental loss and accidental deterioration of the goods, in addition to the risk of delay, shall, at the latest, be transferred to the Buyer with the dispatch of the goods, even if partial deliveries are made or the Supplier has assumed other services, such as shipping costs or delivery and installation. At the request of the Buyer, the Supplier must insure the delivery at the Buyer's expense against theft, breakage, transport, fire and water damage and other insurable risks.
2. If the delivery is delayed as a result of circumstances for which the Buyer is responsible, the risk will pass to the Buyer from the day of readiness for dispatch. The Supplier will be obliged, at the request and expense of the Buyer, to take out the insurance cover requested by the Buyer.
3. Delivered articles are to be accepted by the Buyer, even if they have minor defects, without prejudice to the rights under Section VII.
4. An application for the opening of insolvency proceedings against the Buyer's assets entitles the Supplier to withdraw from the contract and to demand the immediate return of the article being supplied, without prejudice to their other rights.

#### VI. Retention of title

1. The Supplier retains ownership of the article being supplied until all claims arising from the current business relationship have been settled in full. If additional assembly services are to be provided, ownership of the article being supplied will only be transferred to the Buyer after receipt of the assembly fee or the part of the payment corresponding to the assembly service.
2. The Supplier is entitled to insure the article being supplied at the Buyer's expense against theft, breakage, fire, water and other damage, unless the Buyer can demonstrate that they have taken out such insurance.
3. The Buyer may neither pledge the article being supplied nor assign it as security. The Supplier must be informed immediately in the event of seizure or confiscation or other dispositions by third parties.
4. In the event of a breach of contract by the Buyer, in particular a default in payment, the Supplier is entitled to take back the article after issuing a reminder. The Buyer will be obliged to surrender said article. The assertion of the retention of title and pledging of the article being supplied by the Supplier are not considered withdrawal from the contract.
5. The Buyer is entitled to resell the article being supplied in the ordinary course of business. They hereby assign the Supplier all claims in the amount of the invoice sum which accrue through the resale to a third party. The Supplier accepts this assignment. After the assignment, the Buyer is authorized to collect the claim. The Supplier reserves the right to collect the claim themselves as soon as the trader fails to properly fulfill their payment obligations and defaults on payment.
6. The processing and treatment of the article by the Buyer is always carried out in the name of and on behalf of the Supplier. If processing is carried out with objects that do not belong to the Supplier, the Supplier will acquire co-ownership of the new object in the ratio of the value of the article being supplied to the other processed objects. The same applies if the article being supplied is mixed with other items that do not belong to the Supplier.

#### VII. Warranty

1. In the event that defects are identified in the delivered article, the Supplier will, at their discretion, rectify the defect or provide a replacement.
2. Defect claims must be made by the Buyer immediately in writing.
3. The warranty does not cover wear parts such as seals, shaft protection sleeves, coupling packages, drive belts, filters, paint, coatings and, in individual cases, impellers (e.g. conveying gas with abrasive components).
4. The Buyer's warranty claim is also subject to the condition that all instructions issued by the Supplier concerning the use, maintenance and storage of the delivered article are observed, in particular the preservation instructions and the general conditions for the operation of Piller fans and their components (e.g. storage, drive, etc.).
5. The warranty does not cover deterioration of the article being supplied or damage for which the Buyer is responsible, in particular unsuitable or improper use (failure to observe the general conditions of operation for Piller fans), erroneous assembly or commissioning by the Buyer or a third party, natural wear and tear, use of unsuitable operating resources, non-specified transported media or gas compositions, substitute materials, defective construction work, unsuitable substrate, chemical, electro-chemical or electrical influences, modifications or repair work carried out on the article being supplied by the Buyer or a third party.
6. The Buyer will give the Supplier the necessary time and opportunity to carry out all repairs and replacement deliveries deemed necessary by the Supplier at their reasonable discretion; otherwise the Supplier's warranty obligation will cease to apply. Only in urgent cases of danger to operational safety and to prevent disproportionately severe damage or if the Supplier is in default with the remedy of the defect will the Buyer have the right to remedy the defect directly themselves or through a third party and to demand reimbursement of the necessary costs from the Supplier. In this case, the Supplier must also be informed in advance about the intended replacement performance.
7. If defects are identified on the goods, we are entitled at our discretion to repair the item or supply a new, defect-free product. In the event of repair, we are obliged to assume all costs necessary for said repair, in particular transport, travel, labor and material costs, providing that these do not increase due to the fact that the goods have been transported to a different location to the place of delivery.  
The place of delivery is the location to which the goods were delivered in accordance with the contract signed by the Supplier and the Buyer. The Buyer's claims for defects presuppose that they have complied with their statutory inspection and notification obligations (Sections 377 & 381 of the German Commercial Code (HGB)).  
If defects are identified during the inspection or later, we must receive immediate written notification thereof. Said written notification must be received within two weeks. The timely dispatch of said notification is sufficient to confirm deadline compliance. Irrespective of this inspection and notification obligation, the Buyer must provide written notification of any identified defects (including erroneous and short deliveries) within two weeks of delivery. Timely dispatch of this is also sufficient to confirm deadline compliance. If the Buyer fails to carry out the proper inspection and/or defect notification, the Supplier is exempted from any liability for the related defects. The Buyer shall give the Supplier the necessary time and opportunity for the required supplementary performance, especially the request of goods for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective goods to the Supplier in accordance with the valid legal stipulations.  
Supplementary performance does not include the disassembly of the defective part or re-installation if the Supplier was not responsible for initial installation. If the Buyer's defect removal request is declared unjustified, the Supplier may demand any related expenses from the Buyer. The Supplier is entitled to make any supplementary performance dependent on the prior payment of the pending purchase price by the Buyer. The Buyer is entitled to retain part of the purchase part as deemed appropriate in relation to the defect.
8. The warranty period for the article being supplied including any incorporated spare parts will be extended by the duration of the rectification work.
9. For the specified performance data, the tolerance values (manufacturing tolerances) in accordance with Accuracy Class 2 or tolerance class AN3 in accordance with ISO 13348 must be observed.  
The performance data is verified in accordance with DIN EN ISO 5801, only on the company's own pipe testing benches.

#### VIII. Liability

1. In the event of intentional or grossly negligent breaches of duty, such as in the event of culpable injury to life, limb or health, we are liable without limitation for all damage resulting therefrom, unless otherwise stipulated by law.
2. In the event of gross negligence on the part of non-executive employees, our liability for property damage and financial loss is limited to the foreseeable damage typical for the contract.
3. In the event of minor negligence, we are only liable for property damage and financial loss if material contract obligations are breached. Our liability is also limited to the foreseeable damage typical for the contract. Material contract obligations are those whose fulfillment is essential for the proper performance of the contract and on which our contractual party relies and is entitled to rely on.
4. Any further liability for damages than that regulated in the above paragraphs is excluded – regardless of the legal nature of the asserted claim. This applies in particular to tort in accordance with Sections 823 and 831 of the German Civil Code (BGB); any unlimited liability in accordance with the provisions of the German Product Liability Act remains unaffected.

#### IX. Limitation period

1. Claims of the Buyer, regardless of their legal basis and in particular warranty claims, will expire after one year.
2. This will not apply if the Supplier or their legal representatives or vicarious agents is/are also accused of intent or gross negligence, in the event of culpable injury to life, limb or health, in the case of defects with the Supplier has fraudulently concealed or whose absence they have guaranteed as well as defects on the article being supplied, insofar as liability exists in accordance with the German Product Liability Act for personal injury or property damage to privately used objects.  
In these cases, the statutory periods will apply.
3. The statutory periods also apply in the case of defects in a building or articles that have been used for a building in accordance with their normal purpose and have caused its defectiveness as well as in the case of a work, the success of which consists in the provision of planning or monitoring services for a building.

#### X. Partial performance, reduction, withdrawal from contract

1. The Supplier is entitled to make partial deliveries, unless the acceptance of a partial delivery is deemed unreasonable for the Buyer based on their own legitimate interests.
2. If supplementary performance fails in a warranty case, the Buyer may, at their discretion, demand a reduction in payment (decrease) or the cancellation of the contract (withdrawal). The Buyer is not entitled to claims for damages and there is no liability for lost profits or loss of production. A minor breach of contract, in particular minor defects, does not entitle the Buyer to withdraw from the contract.
3. We reserve the right to withdraw from the contract if:
  - We ourselves do not receive goods completely, correctly or in accordance with delivery deadlines. We pledge to notify the Buyer immediately of any such delivery problems and in the event of contract withdrawal, to immediately refund any payment already received.
  - If Buyer debt enforcement is unsuccessfully attempted by us or any other creditor, an application procedure for opening insolvency proceedings against the assets of the Buyer is pending, said party has made a sworn statement of their assets or a list of assets or has opened insolvency proceedings against their assets or such opening has been rejected due to lack of assets.
  - The Buyer has made false statements concerning their creditworthiness upon signing the contract or conceals a significant deterioration of assets within the current business relationship.
  - The Buyer stops making payments or a bill or check from the Buyer is protested.
  - The Buyer fails to comply with a deferred payment granted or
  - If, other than in the ordinary course of business, the Buyer sells any goods subject to our retention of title, particularly if used as collateral or a pawn, but also if the goods are transferred to other resellers regardless of whether or not payment is received.
4. If we withdraw from the contract in writing or in text (email withdrawal notification is sufficient), we are entitled to reclaim all goods delivered.
5. The Buyer is obliged to return the goods to us or to a hauler named by us. We are entitled to resell any reclaimed goods immediately. The proceeds of the sale, but at least the value of the goods, will be offset against the claim we have against the Buyer, less reasonable costs of the measure. Any surplus that may arise in regard to already received services (advance payment, etc.) will be paid to the Buyer.

#### Partial performance, reduction, withdrawal from the contract in the event of force majeure

1. Force majeure means the occurrence of an event or circumstance ("force majeure event") that prevents a party from carrying out one of more of their contractual obligations if and to the extent that the party affected by the hindrance ("affected party") can prove that:

- a. The hindrance is beyond their reasonable control; and
  - b. it could not reasonably have been foreseen at the time of entering into the contract; and
  - c. the effects of the hindrance could not reasonably have been avoided or overcome by the affected party.
2. If a contractual party fails to execute one or more of their contractual obligations due to a failure by a third party to whom it entrusted the execution of part or whole of the contract, the contractual party may invoke force majeure only to the extent that the requirements for the assumption of the existence of force majeure, as defined in Paragraph 1 of this clause, apply both regarding the contractual party and the third party.
3. Unless proven otherwise, the following events affecting a party will be presumed to meet the requirements for the assumption of force majeure under Paragraph 1 lit. (1) and lit. (b). The affected party must only prove that the requirement stipulated in Paragraph 1 lit. (c) has been met:
  - a. War (declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilization;
  - b. Civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy;
  - c. Currency and trade restrictions, embargo, sanctions;
  - d. Lawful or unlawful official acts, compliance with laws or
  - e. plague, epidemic, natural disaster or extreme natural event;
  - f. Explosion, fire, equipment destruction, prolonged transport breakdown,
  - g. general labor disturbances such as boycotts, strikes and lockouts, slowdown strikes, occupation of factories and buildings.
4. The affected party must immediately inform the other party of the event.
5. A party who successfully invokes this clause will be released from the obligation to fulfill their contractual obligations and from any liability for damages or any other contractual remedy for breach of contract; however, only if immediate notification thereof is provided. If immediate notification is not provided, the exemption will only be valid from the point in time at which the notification is received by the other party. The other party may suspend the execution of its obligations from the time of such notification, if the existence of force majeure is indeed assumed.
6. If the effect of the invoked hindrance or event is temporary, the consequences specified in Paragraph 5 will apply for as long as the hindrance prevents the execution of contractual obligations by the affected party. The affected party must notify the other party as soon as the hindrance no longer prevents the execution of their contractual obligations.
7. The affected party is obliged to take all reasonable measures to limit the effects of the event referred to during contract execution.
8. If the duration of the alleged hindrance results in the contractual parties being substantially deprived of what they had a right to expect as a result of the contract, the respective party will have the right to terminate the affected contract with the provision of a reasonable period of notice to the other party. Unless otherwise agreed, the parties expressly agree that the contract can be terminated by either party if the hindrance has exceeded 120 days.
9. If Paragraph 8 applies and a party has obtained a benefit from an act of another contractual party in the execution of the contract before its termination, they must pay the other party a sum of money equal to the value of the benefit.

#### **XI. Place of fulfillment and jurisdiction**

1. This contract is governed exclusively by the law of the Federal Republic of Germany. The application of the UN Sales Convention is excluded.
2. The place of fulfillment for all claims and obligations is Moringen, Germany.
3. The exclusive court of jurisdiction is Northeim or the district court of Göttingen, even for actions concerning the bill and check process and for actions against third parties who are liable for the obligations of the Buyer unless another court of jurisdiction is mandatory.
4. If one of the above provisions is or becomes invalid, the validity of the other provisions remains unaffected. The parties agree to replace the invalid provision with a provision that comes as close as possible to the economic purpose of the invalid provision.