



General Terms and Conditions of Sale and Delivery

1. Scope of application

- 1.1 bfs batterie füllungs systeme gmbh, Mitterweg 9/11 in 85232 Bergkirchen (hereinafter referred to as: "bfs", "we", "us") designs, manufactures and markets battery filling systems and related goods and services (hereinafter referred to as "products").
- 1.2 All contractual relationships between us and the purchaser regarding our products are exclusively governed by these General Terms and Conditions of Sale and Delivery. This also applies to future deliveries where our General Terms and Conditions of Sale and Delivery are not expressly included.
- 1.3 General terms and conditions of business of the purchaser shall only become a part of the contract if we expressly consent to application thereof in writing.

2. Offer and Conclusion of Contract

- 2.1 Our offers are non-binding in general and represent an offer to the purchaser to place an order. The purchaser's order represents and offer for conclusion of contract and requires written confirmation by us for acceptance of the contract ("order confirmation").
- 2.2 Drawings, pictures, technical data and electric values, measures, weights or other performance data will become a part of the contract only if expressly agreed upon between us and the purchaser.

3. Prices and Terms of Payment

- 3.1 The prices stated in our offer shall be in effect for a duration of 3 months from the date of invoice, unless expressly set forth otherwise. Additional orders are invoiced separately.
- 3.2 In case of orders below a value of EUR 150, we will charge a handling fee of EUR 15.
- 3.3 Prices quoted are EX Works (EXW according to Incoterms 2010) Bergkirchen b. München, including packaging, but excluding insurance and shipping shares and / or customs costs, if any, plus legal VAT.
- 3.4 All of our invoices are payable without cash discount and other deductions within 30 days from the date of invoice ("due date") if not expressly agreed otherwise. We grant a 2% cash discount if the payment is made within 14 days from the date of invoice. If the value of goods is below EUR 150.00, any cash discount shall be excluded.
- 3.5 We are entitled to offset payments with the purchaser's older debts in spite of different terms of the purchaser. If costs and interest already arose, we are entitled to offset the payments with the costs first, then with interest and lastly with the principal claim.
- 3.6 If the purchaser is in default, we are entitled to claim interest of 9% above the base interest rate from the respective point in time.
- 3.7 Any rights of retention and/or set-off rights of the purchaser shall be excluded, unless the purchaser's counterclaims are undisputed or have been determined as legally binding.
- 3.8 If the purchaser is in delay with his payment obligations for more than two months, ceases his payments or if other circumstances become known which question the purchaser's creditworthiness permanently (e.g. payment default towards third parties), we are entitled to declare due the entire remaining debt. Furthermore, we are entitled to demand advance payments or sureties in such case.
- 3.9 In the case of new customers, we reserve the right to undertake delivery against prepayment only.

4. Delivery

- 4.1 Delivery dates indicated by us are no fixed dates, unless expressly otherwise agreed upon between us and the purchaser.
- 4.2 Stated delivery dates apply from the date of our order confirmation.
- 4.3 The delivery dates will be reasonably extended in the event of delay due to unforeseeable events (for example, interference with operations through no fault on our part, unlawful strikes, water or fire damage, delay in the supply of raw materials in spite of timely self-delivery, etc.).
- 4.4 If the force majeure event lasts longer than three (3) months, each party shall be entitled to rescind from the contract.
- 4.5 We are entitled to perform partial deliveries to the extent partial deliveries are not unacceptable to the purchaser.

5. Warranty

- 5.1 The warranty period is 24 months from delivery of the products.
- 5.2 The purchaser shall examine the products immediately after delivery and inform us about all obvious defects in writing within one (1) week from delivery; otherwise, the goods are deemed accepted. If such defect becomes obvious at a later time, the complaint must also take place without delay and no later than one week after discovery; otherwise, the goods are deemed accepted.
- 5.3 In the event of a communication by a purchaser that a product delivered by us is faulty, the purchaser shall send the objected product to us for examination within 1 week.
- 5.4 We shall repair or replace any faulty products free of charge within the warranty period; replaced products become our property.
- 5.5 The purchaser shall grant the supplier sufficient time for rectification. If the rectification measures fail, the purchaser may demand reduction of the payment or, in the event of serious defects which materially affect functioning, reverse transaction of the contract.
- 5.6 The purchaser shall only be entitled to claims for damage or reimbursement of expenses related to defects if warranty of bfs pursuant to Section 5.7 and/or liability of bfs pursuant to Section 6 is not limited or excluded.
- 5.7 The purchaser's warranty claims shall be excluded to the extent our operating and maintenance instructions as well as technical information, including the requirements in Section 7, have not been complied with, unauthorised changes have been made to the product, parts have been replaced or consumable materials have been used which are not in compliance with the original specifications or our recommendations.
- 5.8 Additional claims or claims other than those set forth in this Section 5 by the purchaser for defects shall be excluded, unless they are based upon mandatory statutory provisions.

6. Liability

- 6.1 We shall be liable without limitation for intent and gross negligence, for injury to life, limb and health, in the event of statutory liability without fault (e.g. under the *Produkthaftungsgesetz* [Product Liability Act]) and in the event of assumption of guarantees.
- 6.2 In the event of slight negligence, we shall only be liable for violations of essential contractual obligations ("cardinal obligations"). Cardinal obligations are such obligations which are to be fulfilled towards the contractual partner pursuant to the meaning and purpose of the particular contract or the fulfilment of which makes proper performance of the contract possible in the first place and compliance with which the contractual partner can generally rely upon. However, in such cases we are not liable for indirect and/or

unforeseeable damage, for consequential damage, lost profits as well as missed savings. Apart from that, our liability for slight negligence is excluded.

6.3 Limitations and exclusions of liability pursuant to Section 6.2 shall also apply to our legal representatives, workers, employees and vicarious agents.

7. Technical Criteria

Our products are sophisticated technical products; accordingly, our customer shall, subject to the agreements made between the parties on an individual basis, ensure that all installation areas, equipment rooms as well as connected machines are fit for their purpose and in perfect technical condition. At this point, we specifically refer to the provisions of the DIN EN 62485-3 standard. Moreover, we expressly point out that further technical specifications can, depending on the product environment, result from other DIN standards and statutory provisions.

8. Product Information, Rights and Confidentiality

8.1 All specifications, designs, drawings, indications of physical, chemical and electrical properties (hereinafter collectively referred to as "product information") are made thoroughly in good faith and are not binding in detail, unless our customer has agreed a binding product information with us in advance. In such case, we shall still be entitled to deviate from such product information, in particular in order to correct errors and omissions, to the extent the corresponding product still fulfils the contractually agreed properties.

8.2 We reserve all rights to our products, product descriptions, plans, inventions and development documents (in particular copyrights, trademark rights, design rights, utility models, patents, protection of know-how, etc.).

8.3 Neither party shall disclose to third parties or use for its own purposes any of the other party's information expressly marked as confidential or trade secrets or such information or trade secrets confidentiality of which is obvious due to the character thereof.

8.4 Each party undertakes to ensure that it has or acquires the necessary intellectual property rights to enable it to perform its contractual obligations and to forthwith inform the other on discovery of any infringement of intellectual property rights.

8.5 We reserve the right to make constructional and form changes during the delivery period. We are not obligated to apply these changes to prior delivered products. If and to the extent that the customer cannot reasonably be expected to accept deviations or changed, our customer may rescind from the contract. However, such rescission must take place within 14 days after disclosure of the deviation or change.

9. Retention of Title

9.1 The goods shall remain our property until satisfaction of any and all claims (including also balance claims) which we have or will have against the purchaser for any legal reason whatsoever on the basis of the business relationship. Any installation or transformation will always be made for us as manufacturer, however, without any obligation on our part. In the event that our ownership ceases to exist as a result of combination, we agree, here and now, that the purchaser's title to the resulting item will pass to us on a pro rata value basis. The purchaser will keep our (co-owned) property for us gratuitously. Goods which are (co-)owned by us will hereinafter be referred to as reserved goods.

9.2 The purchaser will be entitled to process and sell the reserved goods in the ordinary course of business as long as he is not in default. The seller, here and now, assigns to us, as security, the full claims arising from resale or for any other legal reason with respect to the reserved goods. We will release the assigned claim in case that the amount of the claims assigned in advance exceeds the secured claim by more than 10%. We revocably authorise the purchaser to collect the claims assigned to us in his own name, for our account, provided that the purchaser does not act in compliance with the contract. At our request, the purchaser shall, however, disclose the assignment and provide to us the necessary information and documents.

9.3 In case of access to the reserved goods, the purchaser must refer to our ownership and notify us immediately. The costs thereof shall be borne by the purchaser.

9.4 In the event of the purchaser's conduct contrary to the contract, in particular but not limited to delay or default in payment, we will be entitled to repossess the reserved goods at the purchaser's costs or, as the case may be, to claim assignment of the purchaser's claims for return against third parties. Repossession as well as attachment of the reserved goods by us shall not constitute rescission of the contract, unless the "Verbraucherkreditgesetz" [Consumer Credit Act] applies. We will return the goods to the purchaser once he has fulfilled his payment obligations.

10. Customer Cancellations

10.1 Any cancellation of an order shall be subject to our express consent in written form. If we consent to the cancellation of an order, the purchaser shall be obliged to pay 5% of the value of the goods, however, at least EUR 25,- for administrative costs arising.

10.2 Any warranty claims of the purchaser regarding products not covered by the cancellation pursuant to Section 5 shall remain unaffected.

11. Applicable Law, Place of Jurisdiction, Partial Invalidity

11.1 These General Terms and Conditions of Sale and Delivery and all contracts between us and the purchaser concluded thereunder shall be governed by the laws of the Federal Republic of Germany exclusive of its conflict of law rules. The application of the UN Sales Convention shall be excluded.

11.2 The exclusive place of jurisdiction for any and all disputes arising directly or indirectly from the contractual relationships between the parties is Munich.

11.3 If any provision of these General Terms and Conditions of Sale and Delivery is or becomes invalid, this shall not affect the validity of the all other provisions.

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