

General Terms and Conditions for Technology (GTC Technology)

The following is a translation of the German GTC Technology, which alone are authoritative.

The German version can be found at: <https://agravis.de/agb-technik>

I. General

1. Our offers, services and deliveries are based exclusively upon these General Terms and Conditions.
2. They apply exclusively for business persons also for all future business comparable in subject matter and scope.
3. We explicitly reject deviating general terms and conditions or counter confirmations. Our silence to such deviating conditions is particularly not regarded as acknowledgement or approval, also in case of future agreements. This also applies if we fulfil the contract without contradicting deviating conditions.
4. Orders or commissions are binding for the customer; the contract is concluded at our discretion by order confirmation or execution of the order or commission.

II. Nature of goods

1. Construction and/or form changes of the delivery item remain reserved if the delivery item is significantly altered and the changes are reasonable for the customer with respect to the contractual usage.
2. Templates, samples, analysis data and other specifications regarding the quality on our part are only indications within the actually available range of the respective values pertaining to dimensions, colour, quality, chemical composition and action mechanism of the products supplied by us.
3. We only assume the guarantee for quality, durability or the earnings of the delivery item or the procurement risk upon explicit statement, however, not based on the content of product descriptions, technical data and other printed material and information.

III. Prices, price adjustments and payments

1. Subject to special agreement, prices apply ex our warehouse or ex works in case of dispatch from the manufacturer's location, exclusive packaging. Specified and agreed prices for business persona are net plus VAT in the statutory amount applicable at the time of execution of the service.
2. The following shall apply to entrepreneurs if we have referred to this clause during contract negotiations or conclusion of the contract:
The agreed prices are based on the market conditions existing at the time of the agreement. If, during the period between the conclusion of the contract and the complete performance of the contract, the costs that we have to incur for the purchase or manufacture and, if applicable, for the transport of contractual goods that have not yet been accepted (in particular, but not limited to, the prices of our suppliers and service providers, transport prices, wage costs, costs for energy and auxiliary materials and supplies as well as taxes, duties and fees) increase for reasons for which we are not responsible, we shall be entitled to claim damages. If the costs that we have to incur for the purchase or production and, if applicable, for the transport of contractual goods that have not yet been increased by more than 5% compared to costs at the time of the conclusion of the contract, we shall be entitled to increase the agreed prices by unilateral declaration by the amount by which the costs that we have to incur for the purchase or production and, if applicable, for the transport of contractual goods that have not yet been accepted have increased, also taking into account cost reductions to be taken in the same period. If the costs which we have to incur for the purchase or manufacture and, if applicable, for the transport of contractual goods which have not yet been accepted are reduced, the customer may demand a reduction of the agreed price by applying the above paragraph accordingly. We shall provide information on changes in costs at the customer's request. If the

agreed price increases due to a price adjustment demanded by us, the customer may withdraw from the part of the contract affected by the price increase.

3. Subject to special agreement, payment is due immediately upon delivery or provision and receipt of the invoice without deduction free paying agent. Discount only applies in the event that the customer is not in arrears with the payment of earlier deliveries.

4. Payments to our employees are only permitted if they present a valid Power to Collect.

5. We only accept bills or cheques upon respective agreements and only as payments. Credit notes based on bills and cheques are subject to receipt less expenses with value of the day at which we are able to dispose of the equivalent value.

6. Our claims, also in case of granting of payment deadlines, regardless of the term of any received and credited bills, are due and payable immediately if the customer culpably fails to comply with payment conditions or in case of events raising justified doubts regarding the customer's creditworthiness. Deviating regulations of the Consumer Credit Act remain unaffected.

7. The customer is not permitted to offset our claims unless the claim for offsetting is uncontested or conclusively determined. Businesspersons are only permitted to assert a right to refuse or retain payment if the underlying claim is uncontested or conclusively determined. This also applies for the right of retention of a merchant based on §§ 369 to 372 HGB (German Commercial Code).

8. If there is an ongoing business relationship between us and the customer, then -unless otherwise stipulated- all mutual claims arising shall be placed in a current account to which the provisions of the German Commercial Code apply. The individual debt balances in the current account shall bear interest at a rate of at least 5% for consumers and 9% for entrepreneur, in each case above the base interest rate. Our account statements shall be deemed to be statements of account. The balance shall be deemed accepted. If the customer does not raise objections within six weeks of receipt of the statement of account. We shall draw the customer's attention to this fact at the latest at the beginning of the period.

IV. Delivery terms and default / self-supply and force majeure

1. Delivery terms and deadlines only apply as approximately agreed unless we have provided an explicitly binding written undertaking. Unless agreed otherwise, the delivery term commences on the day of undersigning a written purchase agreement or the dispatch of our order confirmation, however not before the delivery of the documents, permits or approvals to be provided by the customer as well as the receipt of an agreed deposit.

2. The delivery term is deemed met if the delivery item is assigned to the person responsible for transport by the time of expiration of the agreed date or, in case of self-transport once the goods have left our warehouse or, in case of dispatch once the goods have left the manufacturer's works or, in case of customer pick-up once the customer has been informed of the readiness for dispatch.

3. We shall inform the customer in writing or text form immediately if we do not, not correctly or not in time receive deliveries/performances from our pre-suppliers for reasons outside of our sphere of responsibility for the provision of contractually owed deliveries/performances despite proper and sufficient respective provision (congruent provision) or in the event of force majeure of a significant period of time (i.e. with a duration of more than 14 calendar days). In this case we are entitled to delay the delivery by the duration of the impediment or partially or entirely withdraw from the agreement with respect to the unfulfilled part if we have complied with our above-mentioned duty to provide information. Force majeure includes strike, lock-out, official interventions for which we are not responsible, energy and raw material shortage, not culpable transport bottlenecks, not culpable operational impediments - e.g. due to fire, water or machine damage - and all other impediments which have not been culpably caused by us based on objective approach. If a delivery/performance date or delivery/performance deadline has been bindingly agreed and if it is exceeded based on the above mentioned events, the customer is entitled to withdraw from the agreement with respect to the unfulfilled part of the agreement following futile expiration of an appropriate period of grace if a further compliance with the agreement is objectively unacceptable for the customer. Further claims of the customer, particularly those pertaining to compensation, are

excluded in this case. The regulation above applies accordingly if a conventional delivery/performance deadline has been exceeded by more than 7 calendar days due to the above-mentioned reasons, also without the contractual agreement of a fixed delivery/performance deadline. If the delivery/service is permanently impossible for us due to one of the events listed above and through no fault of our own, both the customer and we may immediately withdraw from the contract. If the agreement for delivery/performance to be provided by us is dissolved entirely or partially by us or the customer due to the above-mentioned regulations, we shall immediately refund to the customer the part of consideration with respect to the dissolved part of the agreement in the event that he has paid a deposit.

4. If we have assumed a procurement risk, this shall apply -also in the case of generic obligations- only subject to the restrictions of the above clause 3, unless expressly agreed otherwise.

5. Compliance with the delivery deadline implies that the customer has fulfilled his contractual obligations applicable up to the time of delivery.

V. Acceptance

The acceptance of a work occurs with the unequivocal acceptance of the object on which the work has been performed by the customer or his representative. The customer is in default of acceptance if he has not accepted the object within one week following the notification of completion at the latest. If the object on which the work has been performed has not been accepted within this period, it can be stored or handed over for storage at the expense and risk of the customer. If the customer requests the dispatch of the object on which the work has been performed it shall be dispatched at the expense of the customer.

VI. Transfer of risk and transport

1. Unless agreed otherwise, the customer has to pick up the goods from us. If delivery of the goods has been agreed upon, transport route and means are at our discretion unless agreed otherwise. The goods shall be insured at the request and expense of the customer.

2. If the customer is a businessperson, the risk is transferred to the customer upon handover of the goods to the forwarding agent or freight carrier, however at the latest upon leaving the warehouse or, in case of direct dispatch ex-works upon the goods leaving the factory. This also applies in case of partial deliveries or if we have assumed the shipping costs the shipping costs.

3. If the customer is a businessperson and if the dispatch is delayed due to reasons owed to the customer, the risk is transferred to the customer at the date of readiness for dispatch.

4. Delivered objects have to be accepted by the customer also if they exhibit insignificant defects, regardless of his rights based on the law and the agreement.

5. Partial deliveries are admissible. Insofar as they are reasonable for the customer.

VII. Warranty

1. We warrant for the delivery item according to the statutory provisions unless determined otherwise below and in Item VIII.

2. Applicable for consumers:

3. The limitation period for claims by the customer for compensation in the vent of defects regarding a used, movable delivery item is one year from the transfer of risk, subject to the provisions in section 4 of this section. Further agreements remain unaffected. Applicable for businesspersons:

3.1. The sale of used movable delivery items shall be subject to the exclusion of any warranty. If, in the case of a used, movable object of purchase, the customer has claims under guarantee or warranty in an individual case -for example due to a separate agreement- the claims and rights of the customer shall become statute-barred one year after the transfer of risk, unless expressly agreed otherwise. The rules of this clause do not apply in the cases mentioned in clause 4 of this section.

3.2. Claims and rights of the customer based on defects in movable, newly produced delivery items become statute barred after one year following the transfer of risk subject to the regulations in Item VII. no. 4.

3.3. Claims of the customer due to defects in work performances expire one year after the time of acceptance of the services or one year after the customer is in default of acceptance, subject to the provisions in section 4 of this section.

3.4. In the event of significant defects, shall first make a subsequent delivery or rectify the defect at our discretion. In the case of insignificant defects, we may grant a reduction instead of subsequent performance.

3.5. The customer shall only be entitled to the right of reduction, withdrawal and/or compensation instead of the performance only if he has granted us a period of grace of at least 14 calendar days in writing for subsequent improvement prior to exercising these rights, the customer unequivocally threatens us that he will not accept subsequent improvement following the expiration of this period and the subsequent performance has failed. This regulation does not apply if a deadline is unnecessary according to the law.

4. The above mentioned regulations regarding the exclusion of deficiency claims of the customer and the limitation periods do not apply in the case of claims for damages by the customer in the event of intentional or grossly negligent action on our part, in the event of violation of life, limb or health, the acceptance of a guarantee of absence of defects or for the quality of the item, insofar as the factual and temporal scope of the guarantee extends, liability according to the ProdhaftG (Product Liability Act) or acceptance of procurement risk as well as in cases where a longer period is specified according to §§ 438 (1) no. 2 (constructions and parts for construction), and 634 a (1) no. 2 (construction defects) BGB (German Civil Code).

VIII. General liability limitation

Compensation claims of the customer, regardless of the legal reasons, particularly based on the violation of obligations based on contractual obligations and tortious acts are excluded. This shall not apply if we are guilty of intent or gross negligence, in case of violation of life, limb or health, in case of default if a fixed delivery date was agreed upon, or if we are liable due to the assumption of a guarantee for the quality of the delivery item, the assumption of a procurement risk according to the ProdhaftG (Product Liability Act) or in case of other violation of essential contractual obligations; in the latter case, the claim for damage compensation is limited to the typical arising damage. „Essential contractual obligations” are obligations which protect the customer's legal positions essential to the agreement which are just owed to him according to the content and purpose of the agreement. Furthermore, essential contractual obligations are those whereby the fulfilment generally facilitates the proper execution of the agreement in the first place and the compliance in which the customer regularly trusts or may trust. A change of the onus of proof to the disadvantage of the Customer is not associated with the above regulations.

IX. Reservation of title

1. Applicable for businesspersons:

1.1. We reserve the right of ownership of the delivery item up to the receipt of all payments due to the business relationship with the customer. The reservation of title also includes the approved balance if we book claims against the customer in current accounts (reservation of current account).

1.2. The Customer is entitled to resell the delivery item in the context of the proper course of business.

1.3. Treatment and processing of the reserved goods occurs on our behalf as manufacturer in terms of § 950 BGB (German Civil Code), however without obligations for us. If the reserved goods are processed or inseparably combined with objects not belonging to us, we procure co-ownership to the new item at the ratio of the invoice value of our goods to the invoice value of the other processed or combined objects. If our goods are combined with other movable objects to one uniform object and if the other object is to be considered the main object, it is deemed agreed upon that the customer hereby assigns to us the proportionate co-ownership to the item. The customer preserves the thus created ownership or co-ownership for us free of charge. The thus created co-ownership rights apply as reserved goods. At our request, the customer is obligated to provide us with the necessary information required to pursue our ownership or co-ownership at any time.

1.4. If we procure new ownership in the cases of Item 1.3, we hereby transfer the specified claims to the customer subject to the full payment of claims stipulated Item 1.1 of the paragraph.

1.5. The customer hereby assigns to us a first-ranking part of the claim from the on-selling of the delivery item or the goods produced from this delivery item by treatment or processing in the amount of the purchase price calculated by us for the delivery item.

1.6. Subject to revocation at any time, the customer is authorised to collect the assigned claims from the on-sale. At our request, the customer is obligated to nominate the debtors of the assigned claims, to inform them of the assignment and to present to us the notice of assignment or facilitate direct notification. We shall not disclose the assignment as long as the customer complies with his payment obligations. If the estimated value of the securities provided for us exceeds our claims against the customer by more than 30 %, we are obligated to release the securities to this extent at our discretion upon the customer's request.

2. Applicable for customers which are not businesspersons:

2.1. We retain ownership of the delivery item until the purchase price has been paid in full.

2.2. The customer is not entitled to on-sell, process or inseparably combine, mix or intermingle the delivery item without our consent until our claim according to Item 2.1 of this paragraph has been paid.

3. Applicable for all customers:

3.1. If the customer does not intend the immediate, justified on-sale of the delivery item or if we demand insurance, the customer has to insure the goods belonging to us against the usual risks to the appropriate extent at his expense and assign to us the insurance claims. We are also entitled to pay the insurance premium costs at the expense of the customer.

3.2. If we withdraw from the agreement due to conduct contrary to the agreement by the customer, the customer - among other - is obligated to pay the costs of the return and processing of the delivery item as well as the thus incurred administration costs. These costs amount to 10 % of the realisation proceeds including VAT without verification. They are to be assessed higher or lower if we prove higher costs or the customer proves lower costs. The revenue is credited to the customer following deduction of the costs and other claims by us related to the purchase agreement.

3.3. The customer is obligated to immediately inform us in writing in the event of levies of execution or other interventions by third parties to enable us to file a petition according to § 771 ZPO (Code of Civil Procedure). If the third party is not able to reimburse us for the judicial and extra-judicial costs of a successful petition according to § 771 ZPO (Code of Civil Procedure), the customer is liable for the damage we incurred.

3.4. In the event of the existence or conclusion of a credit agreement based on pledging the business inventory, the customer is obligated to insure our proprietary rights based on the reservation of title and pertaining to the unpaid delivery items at the respective credit institute.

X. Credit assessment

To check the creditworthiness of the customer, we can request corresponding information (e.g. also a so-called score value) from external service providers and credit agencies. If the customer does not agree to this, the purchase of our goods is only possible against advance payment. The information requested includes not only the name but also information about the customer's address and, in the case of natural persons, the date of birth. This processing of the personal data of the customer takes place for the implementation of pre-contractual measures according to Art. 6 Para. 1 b) of the EU-General Data Protection Regulation (GDPR). In addition, we have a legitimate interest in carrying out creditworthiness inquiries pursuant to Art. 6 para. 1 f) GDPR. The data will not be processed for any purpose other than credit assessment, passed on to third parties or transferred to a third country.

Irrespective of this, we may also transmit data to the above-mentioned credit agencies due to non-contractual behavior. These reports are only made insofar as this is permissible after weighing up all the interests concerned. You can obtain information from respective credit agency about the data stored concerning you. The personal data will be deleted as soon as the processing is completed and there is no legal obligation to keep this data.

XI. Alternative consumer dispute resolution proceedings (Art. 14 section 1 ODR-VO and § 36 VSBG)

The European Commission provides for an online dispute resolution platform, which you can access here: <https://ec.europa.eu/consumers/odr/>. We are not obliged to participate in alternative consumer dispute resolution proceedings and do not provide this alternative.

XII. Place of jurisdiction, applicable law

1. If the customer is a legal person under public law or a public special fund, the place of jurisdiction for all legal disputes is our registered address. This also applies for claims asserted during summary proceedings for recovery of debt or liquidated demand. We are also entitled to raise claim at the customer's general place of jurisdiction.

2. The legal relationship between the contractual parties is exclusively based on the laws of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The legal process of consumer-protected standards of the state of the customer's usual residence remains unaffected.