

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. Introduction

These General Terms and Conditions of Business of SRG Schulz + Rackow Gastechnik GmbH (SRG) can only be inspected on the website <https://rotarexsg.com/terms-and-conditions>. By purchasing the products of SRG you declare that you are in agreement with these General Terms and Conditions of Business. Please read them through carefully before accessing SRG's website or obtaining material, services or products from SRG. A successful co-operation with SRG is only possible if you accept the General Terms and Conditions of Business.

SRG may amend these General Terms and Conditions of Business at any time, for whatever reason, without prior announcement, by publishing a new version on its website. Such amendments shall have no influence upon any rights and obligations that may have arisen prior to such an amendment. Any rights and obligations which may arise following the amendment of the General Terms and Conditions of Business shall be subject to the General Terms and Conditions of Business in force as at the date of use by the purchaser.

### 2. Scope of application

All products and services - as well as any other, separate, agreements and contracts in regard to products and services of SRG - shall be subject to the present General Terms and Conditions of Business. Any deviating or other terms and conditions of the Purchaser shall not form part of the content of the contract, even if we explicitly accept the order. Unless anything to the contrary has been agreed, a contract shall be deemed to have been confirmed as from the day on which SRG confirms the order in writing.

### 3. Definitions

**Contract:** An agreement on the delivery of products and/or the provision of services in conformity with **(i)** the order confirmation, **(ii)** these General Terms and Conditions of Business and **(iii)** any other special terms and conditions which the Parties may have agreed upon.

**Purchaser:** A party or legal person who purchases products and services from SRG. Also designated "Purchaser" or "Customer".

**Costs:** The costs incurred to the Seller for delivery (including loading and unloading), packaging, insurance, taxes and any other costs which may be incurred in connection with the products and/or services.

**Export controls:** Laws, ordinances, regulations and provisions which apply to the import and export of goods and/or services to and from a country or a pertinent administrative unit, or due to the country of origin of the products or a part thereof, such as lists of military goods and double use lists of Germany and the European Union, as well as similar lists which are regularly amended, supplemented or replaced.

**Incoterms:** Incoterms® 2020, published by the International Chamber of Commerce, as amended.

**Invoice:** A notification on the price and costs of the products and services purchased, to be paid by the Purchaser.

**In writing:** Recorded delivery, e-mail, telefax and comparable means of telecommunication.

**Purchase Order:** The Purchaser's order.

**Order confirmation:** The order confirmation issued by the Seller, containing the following items: Description, price, quantity, quality and specifications of the products and/or services, as well as the special terms and conditions agreed by the Parties.

**Terms of payment:** This term - which is specified in the order confirmation or on the invoice - relates to the number of days within which the price of the products and/or services is due for payment.

**Price:** The price of the products and/or services in accordance with the order confirmation, or, if no price is specified there, the list price of the Seller as at the date of delivery (without charges).

**Product:** Goods/products - including any partial quantities of the product or parts thereof - which the Seller is contractually required to deliver.

**Restricted Party:** A natural or legal person who is cited in a list of sanctions, is in the possession or under the control of a person from this list, or acts in the name of said person, or is otherwise subject to sanctions.

**Purchase Contract:** A Purchase Contract is a legally valid contract which obliges a Purchaser to purchase and a Seller to sell a product and/or a service. A Purchase Contract includes the Seller's terms and conditions when selling property to the Purchaser. These General Terms and Conditions of Business include the amount at which the sale is made and the date for full payment.

**Sanctions:** Laws, ordinances, embargoes or restrictive measures that are administered, enacted or enforced by a Sanctioning Body.

**Sanctioning Body:** **(i)** United Nations Security Council; **(ii)** Department of State, Department of the Treasury and Office of Foreign Assets Control of the United States of America; **(iii)** Council and Commission of the European Union; **(iv)** any other relevant governments, departments, authorities, institutions or establishments.

**List of Sanctions:** List of the "Specially Designated Nationals and Blocked Persons" of the Office of Foreign Assets Control of the United States or similar lists that are maintained or published by a Sanctioning Body, always as regularly amended, supplemented or replaced.

**Service:** A service that the Seller shall provide in accordance with the contract.

**General terms and conditions of business:** General Terms and Conditions of Sale as described below.

**VAT:** The VAT (if applicable) is to be paid at the rate applicable on the day on which the invoice is issued.

### 4. Purchase Order

Any Purchase Orders need to be transmitted to the Seller for acceptance by e-mail or in any other written form. The Purchaser's Purchase Order shall only come into force upon being accepted by the Seller in writing. The Seller shall accept or decline the Purchaser's Purchase Order within a maximum of five (5) working days of receipt of the Purchase Order. Should the Seller not answer or respond to a Purchase Order placed by the Purchaser within five working days, this shall not mean that the Seller has accepted the Purchase Order. In such an exceptional case, the Purchaser shall be entitled to cancel/withdraw said Purchase Order without any consequences. An offer made by the Seller vis-à-vis the Purchaser shall only come into force upon receipt of the order acceptance by the Purchaser by e-mail or through any other route of documented communication. An offer shall automatically lapse upon the last day of its validity. No automatic or tacit extension will be made. Offers shall be valid for one (1) month as from the date of submission (according to the offer), unless the Purchaser receives any written notification to the contrary.

The price shall apply for as long as the corresponding product or service offer is valid. Should a Purchase Order be received following the expiry of the period of validity of the offer, the Seller may reject it, and submit a new offer, at its own discretion.

At the Seller's request, the Purchaser shall be required to specify the name and contact details of a contact person. Any Purchase Order directed towards the Seller or amendment to the Purchase Order shall only be binding upon the Seller once it has been confirmed to the Purchaser in writing by the Seller. Any cancellation or amendment to a confirmed Purchase Order by the Seller shall only be accepted if the Seller approves it. In the event of an amendment to, or withdrawal of, the Purchase Order by the Purchaser after execution of the Purchase Order has commenced, the Seller reserves the right to require the Purchaser to pay for all components manufactured and/or ongoing work and any tools and/or deliveries in which the Seller has invested especially in order to fulfil the Purchase Order. In the case of a personalised Purchase Order, special terms and conditions shall apply.

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Should the Purchaser have given insufficient or false details, which impede the fulfilment of an order, the Seller may suspend execution of the order.

### 5. Prices and payment terms

Prices and tariffs of SRG are understood to be net of taxes, customs duties and discounts, and shall be in conformity with Incoterms. In the case of sales that are free of shipping and handling charges or tax free, any increases in the price or charges following conclusion of the contract are to be borne by the Purchaser. In the case of deliveries concurrently with payment, the Purchaser shall pay any collection charges.

Unless anything to the contrary has been agreed, payment shall be made immediately upon receipt of the goods, without any deduction. The payment deadline is specified on the invoice and on the order confirmation. The date of receipt of the payment by the Seller shall be pertinent in regard to adherence to said deadline. In regard to arrears, the Purchaser shall be required to pay arrears interest in the amount of 9 % above the base rate of the European Central Bank ([Sec. 288\(2\) German Civil Code \(BGB\)](#)).

Should market regulations provide for charging VAT, the Purchaser, however, be exempt from paying VAT, the Purchaser needs to provide written evidence of such exemption, appended to its Purchase Order. Should no certificate concerning the VAT exemption be exhibited by the Purchaser, the VAT will be charged. Prices will be charged, and paid, in the currency laid down in the offer.

### 6. Delivery

The delivery date is specified in SRG's order confirmation. It is for informational purposes only, based on Free Carrier; Incoterms® 2020 ("FCA"). The transport period is not included.

It is a prerequisite for adherence to the delivery date by the Seller that any commercial and technical issues arising between the Parties are clarified and that the Purchaser has fulfilled all obligations, e.g. provision of the necessary official certificates and approvals, or has made any advance payments which may be required. Should these prerequisites not have been fulfilled, the delivery deadline shall be extended accordingly. In accordance with the Seller's quality assurance procedures, the products will be checked at the factory and approved prior to delivery. Any alteration to this procedure needs to be agreed between the Parties in advance. As the goods are being sold FCA, they are being discounted for the Purchaser or the freight forwarder named by the Purchaser or the Seller. At the Purchaser's express wish, the Seller shall arrange for the transport. Shipping will be at the cost and risk of the Purchaser, depending upon the Incoterms. The delivery of goods and passing of risk in regard to any goods lost or damaged shall be in conformity with the Incoterm 2020 condition laid down in the contract. It shall be the Purchaser's responsibility to check the status of parcels and goods upon arrival, and - if necessary - file any complaints with the freight forwarders in good time. Should no special instructions have been given by the Purchaser on the nature of the transport, the goods will be transported without any guarantee as regards using the most cost-effective and/or quickest method.

In the case of products, the delivery deadline shall be deemed to have been met once the product to be delivered leaves the Seller's factory and/or warehouse, or prior to delivery, once the Seller issues a notification concerning readiness for despatch. In the case of services, the delivery deadline shall be concluded once the Seller has commenced with providing the agreed services or has concluded all the preparations for providing the services.

Should the shipping or acceptance of the delivery be delayed for reasons that are the Purchaser's fault, the costs incurred due to the delay shall be charged to the Purchaser, beginning one month after notifying readiness for despatch.

The delivery deadline shall be extended accordingly if the failure to adhere to the delivery deadline is attributable to Acts of God (Clause

12.), industrial action or any other events which fall outside the sphere of influence of the Seller. The Seller needs to notify the Purchaser of the beginning and end of such circumstances as soon as possible.

The Purchaser may withdraw from the contract without setting a deadline if it is irrevocably impossible for the Seller to complete the order prior to the passing of risk. The Purchaser may also withdraw from the contract if partial delivery of the product and/or the service is impossible in the case of a Purchase Order, and the Purchaser has a substantiated reason to refuse partial delivery. Should this not be the case, the Purchaser shall be required to pay the contractual price due for the partial delivery. The Purchaser shall be required to pay the Seller compensation if it is impossible for the Seller to deliver the product and/or the service during the agreed delivery period for reasons which are solely or predominantly the fault of the Purchaser. Partial deliveries by the Seller shall be permissible, however, if the goods are to be delivered by way of partial deliveries, the Seller shall be required to send a notification prior to delivery.

### 7. Order cancellation

Cancellations of, or amendments to, the entire Purchase Order or a part thereof shall require the Seller's written consent. Should the latter agree to a cancellation or amendment, the Purchaser undertakes to pay the Seller for the components already completed or in the course of manufacture. The same shall apply to any tools and other goods that have been independently created by the Seller for the execution of said commenced order.

### 8. Retention of title

The Seller reserves ownership in the products until such time as the goods or services have been paid for in full, in regard to which the Purchaser shall, however, be required to handle and store them carefully as from the date of delivery, and shall bear the risk.

Additional condition in regard to a consignment warehouse: The Purchaser therefore undertakes to conclude third party liability insurance against loss, theft or destruction (in whole or in part), at the replacement value. The Seller shall be the beneficiary of any amounts paid out under the insurance policy in the case of loss, theft or destruction. The Purchaser undertakes to provide the Seller with evidence of such risks being covered, upon request.

The Purchaser shall, moreover, pay any customs duties, taxes and charges in connection with the use, storage or ownership of said product as from the date of delivery of a product, and shall, upon request, free and relieve the Seller from any customs duties, taxes and charges which may arise on the ownership in said product.

### 9. Intellectual property

The Purchaser shall, upon purchasing products and services, not acquire any rights whatsoever to duplicate and/or amend the products (including software), in whole or in part, or use any industrial or intellectual property rights.

The Seller reserves all rights, including the ownership rights and copyrights, in all models, patents, offers, drawings and any other similar information of a material or immaterial nature, including any such information in electronic form. Models and information may not be made accessible to third parties.

The Seller declares that it is in agreement with information and documents that have been declared confidential by the Purchaser only being made accessible to third parties after obtaining the Purchaser's consent.

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### 10. Warranty

The Seller provides a warranty on its products against material and processing faults, under normal conditions of use and operating conditions, for a period of 24 months as from the date of delivery to the Purchaser. The Seller may, at its own discretion, either repair the defective product or provide a replacement upon the defective device being returned. The Seller shall not be liable for any other costs or business losses, in particular not for any incorrect use of the product by the Purchaser.

The warranty shall lapse if the products are handled improperly or damaged, or are not used as prescribed, or used with impurities that exceed the internationally recognised standards.

Any products that are supplied to the Purchaser in a damaged condition need to be credited in full, replaced or repaired, either by the Seller or at the Seller's expense. Should the cause of the damage be the transport, the Incoterms 2020 shall establish whether the goods are replaced or repaired at the Seller's expense. It shall be up to the Seller to decide on the method of proceeding. In any case, the damage to the products needs to be proven to the Seller, and accepted by the Seller, prior to any credit note being issued or the products being replaced or repaired.

In order for them to be valid, the Seller needs to be notified of any complaints within five (5) working days of the defect to a product being discovered.

Following the expiry of the warranty period, the Seller shall charge a flat-rate fee (which will be notified in advance), to be paid by the Purchaser, for checking the returned products.

The warranty shall not apply to any defects occurring following the expiry of the warranty period. The warranty shall lapse upon a product being resold, without any prior approval on the part of the Seller.

### 11. Documentation – Specification Sheets

The Seller shall provide a technical manual or data sheet for every product.

The commercial and technical documentation (e.g. technical data, classifications, declarations of conformity, technical manuals, etc.) shall essentially be written in English.

The technical documentation shall be confidential information.

The documents may be provided by the Seller in other languages upon written request by the Purchaser.

### 12. Acts of God

An Act of God is an event or a series of connected events which fall outside the reasonable control of the affected Party (including, but not limited to, power outages, industrial action at the premises of third parties, changes in the law, disasters, explosions, fires, floods, uprisings, terrorist attacks and wars).

Should an event constituting an Act of God lead to the Seller or Purchaser failing to comply with its obligations arising from these terms and conditions, or failing to comply with them in good time, said obligations shall be suspended during the period of time affected by the Act of God.

A Party which becomes aware of an event constituting an Act of God which leads, or could lead, to a failure or delay in fulfilling its obligations arising from these General Terms and Conditions of Business needs to:

- (i) Notify the other party without delay; and
- (ii) inform the other party about the period of time for which it estimates that said discontinuation of services or said delay will continue.

The affected party shall be required to take appropriate steps to mitigate the effects of the event constituting an Act of God.

### 13. Limitations of Liability of the Seller

In the event of any contractual obligations being infringed and/or any defective deliveries, the Seller shall - subject to any other contractual or statutory prerequisites - only be obliged to compensate damage or expenses if the Seller has acted with wilful intent or gross negligence, or in cases of slight negligence if said negligence leads to a considerable contractual obligation (an obligation, the infringement of which jeopardises the fulfilment of the contractual purpose) being infringed. SRG's liability in the case of slight negligence shall, however, be limited to the damage typically foreseeable when concluding the contract, up to a maximum amount of the order value.

The Seller shall not be liable for the operational maintenance carried out by the Purchaser and/or user. It shall also not be liable for any direct or indirect losses arising from a false maintenance protocol exhibited by the Purchaser.

The period of limitation for any claims against SRG shall amount to twenty-four (24) months as from the date of delivery to the Purchaser.

The provisions of this clause shall not apply to any wilful or grossly negligent breaches of duty.

### 14. Termination

Notwithstanding any other rights and legal remedies, the Seller may terminate a contract without notice if:

- (i) The Purchaser fails to pay an amount due under the contract by the due date and remains in arrears with the payment at least fourteen (14) days after receiving a written notification from the Seller about the payment;
- (ii) the Purchaser considerably infringes a contractual clause;
- (iii) the Purchaser enters into a settlement or a voluntary agreement with creditors, or action, applications, decrees, proceedings or appointments are initiated by or in regard to the Purchaser (including the filing or notification) or by the Purchaser or any other person concerning attachment, enforcement, liquidation, dissolution or the appointment of receivers, or the Purchaser goes insolvent or goes into liquidation (except for company mergers or reorganisations);
- (iv) shares of the Purchaser are seized, or an insolvency administrator (compulsory receiver, etc.) is appointed, or the Purchaser ceases, or threatens to cease, its business operations; or
- (v) the Seller has justified reason to assume that one of the events mentioned in (iii) or (iv) will probably occur, and informs the Purchaser accordingly.

Should the Seller terminate the contract under this clause:

- (i) It may terminate any other contracts or suspend any further deliveries from other contracts between the Parties;
- (ii) if the products have been delivered, but not paid for, the Purchaser's right of ownership shall lapse, and the Seller may dispose over or make use of the products at its equitable discretion;
- (iii) the price of the products shall, notwithstanding any previous or other agreements entered into, be due and payable immediately.

The termination of the contract, for whatever reason, shall not affect any provisions which, either explicitly or implicitly, are supposed to remain in force following termination of the contract.

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### 15. Export controls and sanctions

The Purchaser in particular warrants that neither it nor any directors, executives or employees of any of its companies:

- (i) Is a Restricted Party or participates, or has participated, in transactions or conduct that could lead to it becoming a Restricted Party;
- (ii) directly or indirectly has undertaken or carries on trade, business or other activities, for the benefit or in the name of a Restricted Party;
- (iii) has violated or violates applicable laws, statutes, regulations and codices in connection with export controls or sanctions.

The Purchaser notes that some of the products, their components and technologies may be subject to export controls and sanctions.

The Purchaser shall be obliged:

- (i) to adhere to any export controls and sanctions which apply to the Seller and the Purchaser;
- (ii) not to export, re-import or transfer to, or do business with, Restricted Parties or natural or legal persons established, domiciled or resident in a country subject to sanctions, either directly or indirectly;
- (iii) to obtain any licences, permits, permission or approvals that are necessary for the sale, export, re-export, transfer or import of the products, as well as their components and technologies, at its own expense;
- (iv) to ensure that the end use of the products does not infringe any export controls or sanctions, including any controls concerning weapons of mass destruction and controls of armaments.

### 16. Data privacy

SRG respects the privacy of the persons who visit its website, register or subscribe to any of its services or develop a business or any other relationships with it.

SRG's data privacy policy is publicly accessible on its website:

<https://rotarexsr.com/privacy>

Said data privacy policy contains all rights and obligations of SRG and the data subjects.

### 17. Severability clause

Should a provision of these General Terms and Conditions of Business be or become unlawful or unenforceable, the other provisions of these General Terms and Conditions of Business shall not be affected thereby, and shall remain in force in full. They will be interpreted in such a way that they as far as possible conform to the original written intention of the parties.

### 18. Language

The German version of these General Terms and Conditions of Business shall be pertinent in all respects, and shall apply in the event of there being any discrepancies with translated versions.

### 19. Applicable law and place of jurisdiction

These General Terms and Conditions of Business and any legal relationships between the Seller and the Purchaser shall be subject to German law. The place of jurisdiction is Marburg/Lahn.