GENERAL TERMS AND CONDITIONS OF SALE OF ROHR BAGGER GMBH

I. Scope

1. These General Terms and Conditions of Sale ('**GTC**') apply to all offers and contracts relating to supplies and services (hereinafter generally referred to as '**supplies'**) provided by Rohr Bagger GmbH as the seller or other service provider (hereinafter generally referred to as **'Rohr Bagger'**) to a customer 'Customer'). These GTC shall also apply to future supplies by Rohr Bagger to the Customer, even if they are not agreed separately again.
2. These GTC apply exclusively. Rohr Bagger does not recognise any general terms and conditions of the Customer that deviate from, conflict with or supplement these GTC, unless and only to the extent that Rohr Bagger has expressly agreed to them. These GTC shall also apply if the Customer refers to its general terms and conditions in its orders and / or if Rohr Bagger carries out the delivery without reservation whilst being aware of any conflicting, contradictory or deviating terms and conditions of the Customer.
3. These GTC, in the version valid at the time of the Customer's order, shall also apply to all future transactions with the Customer, even if no reference is made to these GTC in individual cases.
4. Legally relevant declarations and notifications to be made by the Customer to Rohr Bagger after the conclusion of a contract, such as the setting of deadlines, reminders and notices of withdrawal, must be made in writing. In writing for the purposes of these GTC includes both written and text form. Statutory formal requirements and further evidence, in particular where there are doubts as to the legitimacy of the person making the declaration, remain unaffected.
5. These Terms and Conditions of Sale apply only if the Customer is a legal entity under public law, a special fund under public law or an entrepreneur within the meaning of Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, '*BGB*').

II. Offer

1. All price lists and offers from Rohr Bagger are subject to change and are non-binding, unless otherwise agreed in individual cases.
2. Orders placed by the Customer shall be deemed binding offers to enter into a contract. The conclusion of contracts and other agreements, in particular verbal side agreements and assurances given by employees or representatives, shall only become binding upon written confirmation by Rohr Bagger or upon delivery to the Customer.
3. Rohr Bagger reserves its ownership rights and copyright in offers, cost estimates, illustrations, drawings, designs, models, calculations, specifications, brochures, catalogues, tools and other documents and aids.
4. Information and recommendations provided by Rohr Bagger are non-binding and exclude any liability, unless Rohr Bagger has expressly undertaken to provide such information and recommendations. In particular, such information and recommendations from Rohr Bagger do not relieve the Customer of the obligation to carry out their own tests and validations regarding the usage, suitability and fitness of the supplies for the purposes intended by the Customer, both technically and economically. Likewise, the Customer is solely responsible for complying with statutory and regulatory requirements when using the supplies.
5. Without the express prior consent of Rohr Bagger in writing, documents referred to in section II. 3 may not be made available to third parties by the Customer, disclosed to third parties, or used or reproduced by the Customer or through third parties. They are to be used exclusively for the purposes set out in Rohr Bagger's offer. If no contract is concluded or if the Customer no longer requires them in the ordinary course of business, they must be returned in full to Rohr Bagger upon request at any time, and any copies made must be destroyed. The Customer shall keep all information disclosed by Rohr Bagger confidential from third parties.

III. Prices, Terms of Payment

1. Unless otherwise agreed in writing, Rohr Bagger's prices are ex works (EXW Incoterms 2020), inclusive of packaging, and exclusive value added taxes (VAT), transport insurance, delivery charges and, in the case of export deliveries, customs duties, taxes and other public levies
2. Rohr Bagger is entitled to demand a reasonable price adjustment in line with changes in price factors if, as agreed, supplies are to be made more than four months after the conclusion of the contract and if, following the submission of Rohr Bagger's quotation or the conclusion of the contract, there have been significant changes in production costs (in particular raw material, labour, energy or other product procurement and/or production costs) have occurred. The Customer shall be notified of any changes prior to delivery. Rohr Bagger shall proceed in the same manner in the event of proven reductions in production costs.
3. Rohr Bagger's invoices shall be issued on the date of delivery or the date on which the supplies are made available. Unless otherwise agreed, invoices are payable without deduction within thirty (30) days. The date on which the amount is finally credited to Rohr Bagger's account shall determine whether payment has been made on time. In the case of recurring deliveries, Rohr Bagger is entitled at any time to demand payment in advance for future deliveries.
4. The Customer shall only be entitled to a right of set-off and/or retention in respect of counterclaims that have been legally established, are undisputed, or arise from the same order.
5. If the payment deadline is exceeded, the Customer shall be in default without the need for a further reminder, and Rohr Bagger shall be entitled to charge interest at the applicable statutory rate for late payment. Rohr Bagger reserves the right to claim further damages arising from the default.
6. In the event of non-compliance with the terms of payment, or if, following the conclusion of the contract, circumstances come to light which give rise to doubts as to the Customer's willingness or ability to pay (e.g. unfavourable credit reports, a deterioration in the Customer's financial circumstances, the Customer's insolvency, bills of exchange being protested, non-compliance with payment terms in respect of other contracts and deliveries, etc.) and the claim for payment is thereby jeopardised, Rohr Bagger shall be entitled to make any outstanding deliveries only against corresponding advance payment or the provision of security; in all other respects, the provisions of Section 321 BGB shall apply. Furthermore, Rohr Bagger is entitled to demand immediate payment of all outstanding claims. Rohr Bagger is then entitled, in accordance with statutory provisions, to withhold performance and, after a reasonable period of notice, to withdraw from the contract; in the case of the manufacture of non-standard items (custom-made products), Rohr Bagger may declare its withdrawal immediately without setting a notice period. In the aforementioned cases, Rohr Bagger is entitled, following prior notice and the setting of a deadline, to enter the Customer's premises, take possession of the delivered goods and realise their value to the best of its ability through private sale, applying the proceeds towards the outstanding purchase price claim, less any costs incurred.

IV. Delivery, Delivery Time, Transfer of Risk

1. Unless otherwise agreed, delivery by Rohr Bagger shall be on an 'ex works' basis (EXW Incoterms 2020). This also governs the transfer of risk, even if Rohr Bagger happens to bear any additional costs, such as transport or dispatch costs. In the case of an agreed sale by dispatch, the risk shall pass to the Customer upon handover to the forwarding agent, the carrier or the person designated to carry out the dispatch. If the goods are ready for dispatch and dispatch is delayed for reasons for which Rohr Bagger is not responsible, the risk shall pass to the Customer upon notification that the goods are ready for dispatch.
2. Unless a delivery date or delivery period is explicitly agreed as binding, any agreed delivery dates shall be of estimated nature only. The delivery period shall not commence until all technical and commercial details necessary for the delivery have been clarified, any required approval drawings and authorisations have been obtained, an agreed deposit has been received, and any necessary official approvals have been granted. Any changes to the design of the goods requested by the Customer within the delivery period shall interrupt and extend the delivery period accordingly.
3. Rohr Bagger shall be deemed to have met the planned delivery time if, by the end of that period, the goods have left Rohr Bagger's works or Rohr Bagger has notified the Customer that the goods are ready for dispatch. Where it has been agreed with that dispatch or delivery is to be made to another location, delivery periods and delivery dates shall, unless expressly stated otherwise by Rohr Bagger, refer to the time of handover to the forwarding agent, carrier or any other third party commissioned with the transport.
4. If the Customer is in default of acceptance or culpably breaches obligations to cooperate and/or provide necessary resources, Rohr Bagger shall be entitled to demand that the Customer extend the delivery and performance

periods or postpone delivery and performance dates by the period during which the Customer fails to fulfil its contractual obligations. The Customer shall compensate Rohr Bagger for any losses incurred in this regard, including any additional expenses (including storage and transport costs); Rohr Bagger reserves the right to assert further claims or rights.

5. Rohr Bagger shall not be liable or responsible for failure or delay of its performance to the extent that such failure or delay results from an event of force majeure or any other event that was not foreseeable at the moment of conclusion of an individual contract (including without limitation any occurrences leading to a break or disruption in operation, difficulties in materials or power supply, transport delays, war, strike, lawful lock-outs, shortages of manpower, energy or raw materials, difficulties in obtaining necessary official approvals, administrative acts, or missing, non-conforming or belated supply from suppliers, pandemic and epidemic events) for which Rohr Bagger is not responsible. If such an event makes it significantly more difficult or impossible for Rohr Bagger to deliver the products and / or perform the services and if the obstacle is not only of temporary nature, but Rohr Bagger shall also be entitled to withdraw from the contract. If the obstacle is of temporary nature, the lead times or dates for supplies by Rohr Bagger shall be postponed by the duration of the obstructive event plus a reasonable warm-up period. If the Customer cannot reasonably be expected to accept the delivery of the product as a result of the delay, he may withdraw from the contract by immediately notifying Rohr Bagger in writing.
6. Rohr Bagger is entitled to make early deliveries and also to make partial deliveries, provided that such delivery is usable by the Customer for the contractual purpose, the delivery of the remaining goods ordered is ensured, and this does not result in any significant additional effort or costs for the Customer, unless Rohr Bagger agrees to bear these costs.
7. Compliance with the delivery time is subject to Rohr Bagger receiving proper and timely supply from its own suppliers, with whom Rohr Bagger has concluded a corresponding covering transaction. Rohr Bagger shall, as far as possible, inform the Customer if circumstances arise which indicate that, due to an improper or delayed supply to Rohr Bagger, compliance with the delivery time agreed with the Customer could be at risk.

V. Notification of defects, liability for defects

1. Only those properties and characteristics which Rohr Bagger and the Customer have expressly agreed in writing shall be deemed to constitute the agreed condition and quality of the supplies by Rohr Bagger. Information provided by Rohr Bagger regarding the supplies in its offers, quotation documents, brochures, price lists, catalogues and quotations, or in correspondence prior to the offer or quotation (e.g. weights, dimensions, performance values, load-bearing capacities, tolerances and technical data), as well as representations thereof (e.g. photographs, drawings and illustrations) are only approximate, unless they are expressly declared to be binding in Rohr Bagger's offer/quotation or in Rohr Bagger's order confirmation, or unless exact conformity is a prerequisite for suitability for the agreed contractually intended purpose. They do not constitute guaranteed characteristics of quality nor a warranty [*Gewährleistung*] of fitness for a particular purpose, but rather descriptions or specifications of the supplies. Deviations and alterations customary in the trade, which are made on the basis of legal provisions or constitute technical improvements, are permissible provided they do not impair the suitability for the purpose specified in the contract.
2. Defective supplies shall, at Rohr Bagger's discretion, either be repaired or replaced; the Customer must allow Rohr Bagger a reasonable period of time and opportunity to remedy the defect. Rohr Bagger shall be entitled to make the performance of remedial measures conditional upon the Customer's payment of the purchase price due. The Customer shall, however, be entitled to withhold a portion of the purchase price proportionate to the defect.
3. In the case of products supplied by third parties and incorporated into the supplies by Rohr Bagger (engines, electrical systems, etc.), Rohr Bagger's liability is limited to the assignment of the claims to which Rohr Bagger is entitled against the supplier of the third-party product; in this case, a claim may only be made against Rohr Bagger if the assertion of the aforementioned claims against the upstream supplier has been unsuccessful, through no fault of the Customer, or is futile, for example due to the upstream supplier's insolvency.
4. Warranty claims [*Gewährleistungsansprüche*] for damage arising from the following reasons are excluded:
   a) Unsuitable, improper or non-contractual use by the Customer, faulty installation or commissioning by the Customer or third parties, natural wear and tear, faulty or negligent handling, in particular excessive strain, the use of unsuitable operating materials or replacement materials, defective construction work, unsuitable ground conditions, chemical, electro-chemical or electrical connections, provided these are not attributable to any fault on the part of Rohr Bagger.
   b) Liability for the consequences arising from modification or repair work carried out by the Customer or third parties in an improper manner and/or without the prior authorisation of Rohr Bagger is excluded.
5. Subject to the provisions of the law, the Customer has the right to withdraw from the contract if Rohr Bagger allows a reasonable period set for it to remedy a defect to elapse without result. If the defect is only minor, the Customer is entitled only to a reduction in price.
6. Claims by the Customer for damages or reimbursement of wasted expenditure, even in the event of defects, shall only arise in accordance with Clause VI of these Terms and Conditions of Sale and are otherwise excluded.

VI. Liability

1. We shall be liable for any culpable breach of our material contractual obligations in accordance with the statutory provisions. Material contractual obligations are obligations which characterize the typical purpose of the contract, the performance of which makes the proper implementation of the contract possible in the first place, and compliance with which the other contract party may rely on. However, unless our conduct has been either grossly negligent or intentional, we shall be liable only for the foreseeable damage which typically occurs.
2. In all other cases we shall be liable if damage has been caused intentionally or grossly negligently by us or by one of our vicarious agents. Where we have given a guarantee, or for damage arising out of any injury to life, body or health, we shall be liable in accordance with the statutory provisions.
3. Otherwise claims against us for damages arising out of a breach of obligation are excluded.
4. Liability under the German Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.
5. The claims for damages under Clauses VI.1. to VI.3. above shall be time-barred according to the statutory periods.
6. In the case of supplies based on drawings, models or information provided by the Customer, the Customer shall indemnify us against all claims for industrial property rights of third parties, unless the Customer is not responsible for the infringement of industrial property rights.

VII. Limitation period

2. Notwithstanding Section 438 para. 1 No. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one (1) year as from delivery. Where acceptance has been agreed, the limitation period begins upon acceptance. The above limitation periods under sales law also apply to the Customer's contractual and non-contractual claims for damages arising from a defect in the supplies, unless the application of the standard statutory limitation period (Sections 195 and 199 BGB) would result in a shorter limitation period in the individual case. The limitation period in the event of a claim for recourse against the supplier also remains unaffected.

VII. Retention of title

1. Rohr Bagger retains title to the goods sold until all payments arising from the supply contract and any ongoing business relationship (secured claims) have been received ('Reserved Goods'). Should the Customer act in breach of the contract, in particular in the event of default in payment, Rohr Bagger is entitled to take back the goods sold. The taking back of the goods by Rohr Bagger constitutes a withdrawal from the contract. Following the taking back of the goods, Rohr Bagger is authorised to realise their value; the proceeds of such realisation shall be set off against the Customer's liabilities, less reasonable costs of realisation.

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2. The Customer is obliged to treat the Reserved Goods with due care; in particular, they are obliged to insure them adequately at their own expense against fire, water damage and theft, at replacement value.
3. The Reserved Goods may neither be pledged to third parties nor transferred as security until the secured claims have been paid in full. In the event of an application to open insolvency proceedings, or in the event of attachments or other interventions by third parties, the Customer must notify Rohr Bagger immediately in writing. As far as a third party is unable to reimburse Rohr Bagger for the judicial and extrajudicial costs incurred in connection with a legal remedy sought by Rohr Bagger, the Customer shall be liable for the loss incurred by Rohr Bagger.
4. The Customer is entitled, subject to revocation, to resell the Reserved Goods in the ordinary course of business. However, the Customer hereby assigns to Rohr Bagger all claims arising from the resale of the Reserved Goods or from any other legal basis (insurance, tort) in respect of the Reserved Goods, in the amount of the final invoice amount (including VAT) of Rohr Bagger's claim, irrespective of whether the goods have been resold unprocessed or after processing; Rohr Bagger accepts the assignment. The Customer remains authorised to collect this claim even after the assignment. This does not affect Rohr Bagger's right to collect the claim itself. However, Rohr Bagger undertakes not to collect the claim as long as the Customer meets their payment obligations, is not in default of payment and, in particular, no application has been made to open insolvency proceedings or payments have been suspended. Should this, however, be the case, Rohr Bagger may demand that the Customer disclose to it the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and notify the debtors (third parties) of the assignment.
5. The retention of title extends to the full value of any products resulting from the assembling, mixing or processing of the goods delivered by Rohr Bagger, whereby Rohr Bagger shall be deemed the manufacturer. If, in the event of assembling, mixing or processing with goods belonging to third parties, the third parties' right of ownership remains in force, Rohr Bagger shall acquire co-ownership in proportion to the invoice values of the assembled, mixed or processed goods. In all other respects, the same provisions shall apply to the resulting product as to the goods delivered subject to retention of title.
6. If the realisable value of the existing securities exceeds Rohr Bagger´s claims by more than 10 % in total, Rohr Bagger shall, at the Customer´s request, release securities to this extent at our discretion.
7. In the event that the law applicable in the country, in which the subject matter of the supply is located, does not permit the agreement of a retention of title, or does so only in a limited form, Rohr Bagger may reserve other rights over the delivered products. The Customer shall be obliged to assist with all measures (e.g. registration) necessary for effecting the reservation of title or rights in substitution of a reservation of title, and to assist Rohr Bagger in the safeguarding of such rights.

VIII. Code of Conduct

1. For Rohr Bagger, respect for human rights, compliance with the law, and a commitment to sustainability and integrity in its business dealings are of the utmost importance. To this end, Rohr Bagger has adopted a Code of Conduct, which is available in the downloads section of the following website: www._____. The Customer must comply with the current Code of Conduct at all times and ensure that its provisions are observed. The Code of Conduct and the provisions set out therein form an integral part of the business relationship. The Customer shall therefore undertake, on their own behalf and on behalf of their suppliers and subcontractors, to comply with these rules of conduct. In the event of a breach of the Code of Conduct by the Customer, Rohr Bagger reserves the right to terminate the business relationship and the underlying contracts in accordance with the statutory provisions, following the setting of a reasonable period of notice.

X. Governing Law, Jurisdiction

1. These GTC, as well as all and any legal relationships between Rohr Bagger and the Customer, shall be governed by the law of the Federal Republic of Germany, excluding the rules of private international law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall not apply.
2. The exclusive place of jurisdiction, including international jurisdiction, for all disputes arising directly or indirectly from the contractual relationship shall be Rohr Bagger´s registered office if the Customer is a merchant within the meaning of the German Commercial Code (*Handelsgesetzbuch, HGB*), a public-sector legal entity or a special body or funds under public law. The same applies if the Customer is an entrepreneur ("*Unternehmer*") (Paragraph 14 German Civil Code (BGB)). Rohr Bagger shall, however, be entitled to also assert our claims at the Customer's registered office (seat). Statutory provisions shall remain unaffected.

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