

General Terms of Sale of BEVMAQ GmbH for use in business transactions with companies

1. Scope and provider

(1) These General Terms of Sale shall apply to all services, deliveries and offers of BEVMAQ GmbH (hereinafter referred to as "BM"), BEVMAQ GmbH, Mühlenhorst 8, 49637 Menslage, entry in register of companies at Osnabrück County Court, in foundation, represented by the managing directors, Carsten Hormes, Janek Andre and Benedikt Ruf, telephone +49 173 90 80 414, e-mail: contact@bevmaq.com.

They shall also apply to the online shop operated by **BM** under the web address www.bevmaq.com.

(2) The range of products offered by **BM** is exclusively oriented to customers, who have attained the age of 18 and entrepreneurs or legal entities under public law or special funds under public law within the meaning of Section 310 Par. 1 BGB [German Civil Code]. An entrepreneur according to Section 14 Par.1 BGB is each natural person or legal entity or partnership with legal capacity, which acts while performing their commercial or self-employed professional activity upon conclusion of a legal transaction.

(3) These General Terms of Sale shall exclusively apply to the deliveries, services and offers of **BM**. The Inclusion of General Business Terms of the customer are objected to hereby now already insofar as these contradict the General Terms of Sale of **BM**. The General Terms of Sale shall also apply to all future business between the contractual partners as well as if **BM** delivers the goods without reservation in the knowledge of deviating or contradictory terms and conditions.

(4) The contracts with the customer are exclusively concluded in the German or English language, irrespective of whether the customer places the order via the site of the online shop in the German language or the English language. If the order is placed by the customer via the German language website, exclusively the German version of these General Business Terms shall be decisive. If the order is placed via the English language website the English version (translation of the German version) shall be decisive. In the event of deviations between the German and the English version the German version shall have precedence.

Insofar as local language versions (e.g. in the Spanish language) are used, these shall merely serve for informational purposes. In this case the language version that is binding for the conclusion of the contract depending on whether the order is placed via the German or the English website, is the underlying German or English language version.

(5) The customer acknowledges that the goods or services of **BM** shall principally comply with the regulations and quality standards applicable in the Federal Republic of Germany and shall also be packed and sent according to these standards.

(6) The customer can call and print out the respective valid General Terms of Sale in the German and English language at all times on the website www.bevmaq.com.

2. Offer and conclusion of the contract

(1) The service specifications marked as offers of **BM** are not binding if they have not been explicitly marked as binding or contain a certain acceptance deadline. They serve as a basis for a concrete offer of the customer to **BM** for the conclusion of a contract. The presentation of the goods in the Webshop does not represent a binding offer for the conclusion of a purchase contract either, but merely a non-binding request for the order of the relevant object of purchase in the Webshop.

(2) If the order of the customer is placed outside of the Webshop and this represents an offer within the meaning of Section 145 BGB a contract will only be concluded by an order confirmation of **BM** in a text form. **BM** is entitled to accept the customer's offer within a period of two weeks.

(3) With an order via the Webshop the customer submits a binding purchase offer within the meaning of Section 145 BGB by clicking on the button "order liable to payment". After the receipt of the purchase offer the customer will receive an automatically generated e-mail, with which **BM** confirms the receipt of the order to him. This confirmation of receipt is, however, not yet an acceptance of the purchase offer so that a contract is not yet concluded by the confirmation. A purchase contract for the goods will only be concluded if **BM** explicitly declares the acceptance of the purchase offer or if, in the event that the **BM** transport service is booked, **BM** delivers the object of purchase to the agreed place of use without an explicit declaration of acceptance.

(4) **BM** reserves the property right and the copyright to cost estimates, drawings, technical documentation, documents and similar information of a physical and non-physical kind –also in an electronic form. These documents and information may not be made accessible to third parties without their explicit consent. The customer has to return these objects to **BM** in full upon request and destroyed any copies which have been made hereof if these are no longer required by it in the proper course of business or if the contractual negotiations were not concluded.

3. Scope of services

(1) Exclusively the order confirmation of **BM** in a text form is decisive for the scope and the condition of the deliveries and services – insofar as not agreements have been reached to the contrary -. Details concerning the condition of the deliveries and services shall not constitute any guarantees.

(2) The order for the delivery of the object of purchase shall not comprise its assembly or set up. These shall represent separate services, for which an individual offer of **BM** is to be obtained. The customer can enquire about the submission of such an offer on the order site. The conclusion of a contract via the Webshop is not possible here.

(3) The customer has the possibility to book the **BM** transport service via the website www.bevmaq.com. This service includes among others the pick-up of the object of purchase at the current location as well as its delivery up to the agreed place of use. Incidentally, the terms and conditions of the **BM** transport service listed on the website of **BM** shall apply, which shall also comprise details relating to the prices and delivery times.

(4) The customer is obliged to provide assistance. He has to provide all services and obligations imposed upon him in time. Obligations to provide assistance stated in the respective agreement are main service obligations of the customer which can be obtained by legal action.

4. Prices

(1) The prices shall apply to the scope of services and delivery listed in the order confirmation. Additional or special services will be charged separately. The prices are deemed in EURO plus the applicable rate of value added tax. When booking the **BM** transport service the costs of packaging, the transport and the transport insurance, etc. which are initiated by this service, will be charged in addition to the prices and with export deliveries customs duties, fees and other public charges.

If price details are given in the local currency on the website and/or in the written correspondence, e.g. in the form of a conversion at the daily rate, this is merely of an informational character. The prices disclosed in EURO shall also apply in this case.

(2) Insofar as the agreed prices are based upon list prices of **BM** and the delivery is only to be carried out more than four months after conclusion of the contract, the list prices of **BM**, which are valid with delivery, shall apply.

5. Terms of payment, default

(1) The payment shall be carried out -insofar as not otherwise agreed individually between the contractual partners – by payment of the contract price according to the order confirmation (hereinafter referred to as "**contract price**"), alternatively as follows:

- by bank transfer after invoicing
- by credit card
- by direct debit

(2) The customer has to pay the contractual price – without deduction – before delivery of the object of purchase as an advance payment within a deadline of 7 (seven) days after conclusion of the contract and invoicing. The actual receipt by **BM** is decisive for the date of the payment.

(3) With payment by credit card the contract price is merely authorised or reserved on the customer's credit card at the time of the order. The actual debit of the credit card account shall be carried out at the time when the object of purchase is sent.

(4) With payment by direct debit the customer has, if applicable, to bear the costs, which are incurred as a result of a reverse booking of a payment as a result of insufficient coverage on the account or falsely transmitted data of the bank details.

(5) The contractual partners can agree that the customer has to pay the contract price for the object of purchase –without any deduction - in two instalments. Insofar as not otherwise agreed in writing the customer has to make the payment in this case as follows:

- Payment of 10% of the contract price after issue of the invoice within 7 (seven) days by advance payment,
- Payment of 90% of the contract price no later than 60 days after delivery of the object of purchase,
- With a booking of the BM transport service: Payment of the additional costs initiated hereby (for packaging, transport, insurance, etc.) within 10 days after shipment and invoicing of the object of purchase.

(6) The customer acknowledges that a term of payment of up to 60 days for the second instalment can only be carried out with the receipt of a down payment in the amount of at least 10 % of the contract price **and** protection of the residual claim by a commercial credit insurer. In order to ensure the financing the customer has to communicate all necessary information, in particular the full name of the company, the company address, VAT.-ID number and number of the register of companies to **BM** in advance.

n case of a down payment of only 10 % of the contract price the contract will be concluded under the explicit reservation (condition precedent) of a positive decision of the commercial credit insurer for the financing of the remaining 90 % of the contract price. Insofar as such a decision is not available to BM within 10 days after submission of the enquiry to the commercial credit insurer the object of purchase can only be delivered against advance payment of the total price according to § 5 Par. (2). The application will be filed by BM with the commercial credit insurer immediately after conclusion of the contract.

BM reserves the right to consult several commercial credit insurers regarding a protection of the financing. The 10-day deadline may, if applicable, be extended hereby. BM will inform the customer of a possible delay immediately.

(7) If a contract is not concluded at the conditions stated in § 5 Paragraph (6), e.g. because the commercial credit insurer refuses its consent, the down payment made will be transferred back to the customer in the amount of 10% of the contract price within 10 (ten) days into the account stated by him insofar as the customer does not pay the residual amount in the volume of 90% of the contract price to BM in advance within 7 (seven) days. Processing charges will not be incurred with the repayment.

(8) The contractual parties can agree after examination by **BM** that the residual amount in the volume of 90 % of the contract price is paid by the customer in twelve equal monthly instalments. The conditions for such an instalment payment agreement, in particular regarding the amount of a possible interest yield, are to be stipulated separately in writing.

(9) **BM** shall issue an invoice to the customer concerning the contract price. All further costs (e.g. costs of the **BM** transport service including costs for packaging, transport and transport insurance, etc.) or special services (e.g. set-up, assembly, installations) will be disclosed to the customer by separate invoices.

(10) The offsetting against counter-claims of the customer or the retention of payments owing to such claims is only permitted if the counter-claims are undisputed or have been declared final and binding. The customer is only entitled to assert rights of retention owing to counter-claims from the same contractual relationship.

(11) The commercial right of retention according to Section 369 HGB [German Commercial Code] shall not apply to the customer. He cannot assign his claims existing against **BM** –irrespective of the regulation of Section 354a HGB- to third parties.

(12) **BM** is entitled to only carry out or provide still outstanding deliveries or services against advance payment or provision of security, insofar as it becomes aware of circumstances after conclusion of the contract, which are suitable for substantially reducing the customer's creditworthiness and through which the payment of the outstanding claims by the customer from the respective contractual relationship is in jeopardy.

(13) With the non-compliance with the payment conditions, in particular in the event of default and/or with circumstances, which **BM** only becomes aware of after conclusion of the contract and which are suitable for reducing the creditworthiness of the orderer, all claims of **BM** against the customer will become due immediately.

(14) If the customer is in default with a payment he shall be obliged to pay the statutory interest on default in the amount of 9 percentage points above the base lending rate (Section 288 Par.2 BGB). In addition, a flat rate in the amount of Euro 40.00 shall exist for the benefit of **BM** (cf. Section 288 Par.5 BGB). **BM** explicitly reserves the right to assert further damages.

6. Delivery and delivery time

(1) Insofar as not otherwise agreed the customer has to collect the object of purchase at the place stated in the order confirmation.

(2) If the customer has booked the **BM** transport service, the object of purchase will be delivered to the place of use agreed with the customer.

(3) In case of deliveries outside of the European Union the **Incoterms 2020** will apply. These can be called under: <http://www.zoll.de>

The contractual partners will stipulate further terms and conditions of delivery individually as required.

(4) The customer has to document by his signature in the delivery note that he has received the object of purchase.

(5) Delivery deadlines and dates are only binding if they have been promised by **BM** in a text form. Insofar as not otherwise agreed the delivery deadline will begin with the sending of the order confirmation, however not before the provision of the documents, permits, releases that are to be procured by the customer, as well as the receipt of the agreed advance payment. The delivery deadline is deemed as adhered to with the booking of the **BM** transport service if the object of delivery has left the registered seat of **BM** or the readiness for shipment has been reported to the customer by the expiry of the deadline.

(6) If shipment was agreed the delivery deadlines and delivery dates shall refer to the time of the hand-over to the carrier, freight forwarder or other third party commission with the transport.

(7) **BM** can –irrespective of its rights from default – request an extension of delivery and service obligations or a postponement of delivery and service dates from the customer by the period of time, in which the customer does not satisfy its contractual obligations towards **BM**.

(8) **BM** shall not be liable for impossibility of the delivery or for delays in delivery insofar as these are caused by force majeure or other events, which were not foreseeable at the time when the contract was concluded (e.g. interferences to operation, strikes, lawful lock-outs, theft and fire), for which it is not responsible. If the aforementioned impediments are temporary, the delivery and service deadlines shall be extended or postponed by the time of the impediment plus a reasonable start-up period. This shall also apply for the event that the circumstances should occur at a sub-supplier of **BM**. Insofar as it is not deemed reasonable for the customer to accept the delivery or service as a result of the delay he can cancel it by an immediate declaration towards **BM** in a text form.

(9) The circumstances mentioned in § 6 Par. (8) are not the responsibility of **BM** either if they occur during an already existing delay of the customer. **BM** shall inform the customer of the start and end of such impediments as soon as possible.

(10) **BM** is only entitled to partial deliveries if

- the partial delivery is usable for the customer within the framework of the contractual intended use,
- the delivery of the remaining ordered goods is ensured and
- the customer does not suffer any substantial additional work or additional costs hereby, whereby the customer is at liberty to declare that he is willing to assume these costs.

(11) If **BM** is in default with a delivery or service or if a delivery or service becomes impossible for it, no matter for what reason, then its liability is limited to damages according to § 14 of these General Terms of Sale.

7. Delivery note/abstract acknowledgement of debt

(1) In the event that a term of payment of up to 60 days is granted according to § 5 Abs.(5) as well as with the agreement of payment by instalments according to § 5 Par. (8) **BM** is entitled to request an abstract acknowledgement of debt from the customer in order to hedge the outstanding claim. This shall establish an obligation that is independent of the underlying legal relationship and will as a rule be obtained by **BM** together with the signing of the delivery note.

(2) Insofar as the customer does not document the receipt of the object of purchase in the delivery note by his signature and/or does not submit the acknowledgement of debt requested from him in writing, he is obliged to transfer the purchase price into the bank account stated by **BM** with the consideration of the down payment made within 48 hours from delivery of the object of purchase.

(3) For the event that the purchase price according to Par. (2) is not paid within the deadline **BM** is entitled to cancel the contract after a request for payment once. Further claims, in particular those for damages, shall remain unaffected.

8. Place of performance, shipment and packaging

(1) The place of performance for all obligations from the contractual relationship is the registered seat of **BM** insofar as not otherwise determined. If **BM** also owes the installation as a result of a separate order, the place of performance is the place, at which the installation is to be carried out.

(2) The type of shipment and the packaging are subject to the dutiful discretion of **BM**.

9. Passing of risk, receipt of goods, insurance and acceptance

(1) The risk shall pass to the customer when the object of purchase is handed over at the agreed place of delivery, with the booking of the **BM** transport service no later than with the hand-over of the object of delivery (whereby the start of the loading process is decisive) to the carrier, freight forwarder or other third party determined for carrying out the shipment. This shall also apply if partial deliveries are carried out or **BM** has also taken over other services (e.g. shipment or installation). If the shipment or the hand-over is delayed as a result of a circumstance which was caused by the customer, the risk shall pass to the customer from the day, on which the object of delivery is ready for shipment and **BM** has reported this to the customer.

(2) After the passing of the risk the customer shall bear the storage costs. If the object of purchase is not collected by the customer in time the storage costs in case of storage by **BM** shall be 0.25 % of the purchase price of the objects of delivery that are to be stored per closed week. The customer reserves the right to assert and prove less storage costs. **BM** reserves the right to assert and prove higher storage costs.

(3) The customer has to subject the delivered object of purchase to an inspection on site immediately or with the delivery an incoming control. Possible damages in transit are to be reported to the carrier immediately and communicated to **BM**.

(4) The object of purchase will only be insured by **BM** at the explicit request of the customer and at his costs against theft, breakage, transport, fire and water damages or other insurable risks. With booking of the **BM** transport service merely the transport of the object of purchase is also insured.

(5) Insofar as an installation or assembly of the object of purchase is carried out by order of the customer, an acceptance must be carried out immediately after the end of the work. The customer may not refuse the acceptance with the existence of an insignificant defect.

(6) Insofar as an acceptance has to take place, the object of purchase shall be deemed as accepted, if

a) the delivery and, insofar as the seller also owes the assembly or installation, this has been completed,

b) **BM** communicates this to the customer with reference to the acceptance fiction according to this § 9 Par. (6) a) and has requested him to carry out the acceptance,

c) 12 (twelve) workdays have passed since the delivery or installation/assembly or the customer has started with the use of the object of purchase (e.g. the has put the delivered plant into operation) and in this case 6 (six) workdays have passed since the delivery or installation and

d) the customer has refrained from the acceptance impossible within this period of time for any other reason than owing to a defect reported to **BM**, which renders the use of the object of purchase impossible or substantially impairs this.

(7) The acceptance may not be refused if there are deviations, which only insignificantly impair the entire functionality, based on the service specifications.

10. Reservation of title

(1) The reservation of title agreed below serves to secure all respectively existing current and future claims of **BM** against the customer from the delivery relationship existing between the contractual partners concerning the purchase of movable objects, in particular machines, including balance claims from a current account relationship limited to this delivery relationship.

(2) The object of purchase delivered by **BM** to the customer shall remain the property of **BM** until the full payment of all secured claims. The object of purchase as well as the objects covered by the reservation of title; which replace it according to the following provisions, are hereinafter referred to as "reserved goods".

(3) The customer shall hold the reserved goods in safekeeping free of charge for **BM**.

(4) The customer is entitled to process and sell the reserved goods until the occurrence of the case of realisation (cf. § 10 Par.(9)) in proper business transactions. Pledges and assignments as security are not permitted. He can, as long as he satisfies his payment obligations, until the revocation by **BM** collect the outstanding payments for himself. In case of a suspension of payments, the application for or the opening of insolvency proceedings or an executed attachment the right to resale or processing of goods and to collect the outstanding payments shall lapse. Subsequently incoming assigned outstanding payments are to be collected on a separate account immediately.

(5) If the reserved goods are processed by the customer then it is agreed that the processing is carried out in the name and for the account of **BM** as the manufacturer and it shall directly acquire the ownership - or if the processing is carried out from materials of several owners or the value of the processed object is higher than the value of the reserved goods – the co-ownership (fraction ownership) to the newly created object in the ratio of the value of the reserved goods to the value of the newly created object. For the event that no such acquisition of ownership should occur at **BM**, the customer shall hereby now already assign his future ownership or –in the aforementioned relationship – co-ownership to the newly created object for security to **BM**. If the reserved goods are connected or inseparably mixed with other objects for form a uniform object and if one of the other object is to be seen as the main object then **BM**, insofar as the main object belongs to it, shall assign the co-ownership to the standard object pro rata to the customer in the ratio as stated in Sentence 1.

(6) In the event of the resale of the reserved goods the customer hereby now already assigns as a precautionary measure the thus established claim against the buyer –with co-ownership of **BM** to the reserved goods pro rata in line with the co-ownership share to **BM**. The same shall apply to other claims, which replace the reserved goods or are otherwise established with regard to the reserved goods, such as e.g. insurance claims or claims from illicit act with the loss or destruction. **BM** revocably authorises the customer to collect the claims assigned to it in his own name. **BM** may only revoke this collection authorisation in the event of a sale. In the event of a resale of the reserved goods the customer will ensure that no ban on assignment is agreed between him and his buyers with regard to the respective purchase price claim.

(7) If third parties access the reserved goods, in particular by attachment, the customer will point out the ownership of **BM** to them immediately and inform it in order to

enable **BM** to assert its property rights. If the third party is not in the position to reimburse **BM** the in court or out-of-court costs incurred in this respect the customer shall be liable for these towards **BM**.

(8) **BM** will release the reserved goods as well as the objects or claims replacing these insofar as its value exceeds the amount of the secured claims by more than 20 %. The selection of the objects that are accordingly to be released is the responsibility of **BM**.

(9) If **BM** cancels the contract (case of realisation) with the unlawful conduct of the customer (in particular default of payment, unjustified disposals, filing of an application for the opening of insolvency proceedings) it is entitled to request that the reserved goods are handed over or in the event of a resale of the reserved goods, to collect the thus incurred claims, assigned to **BM** as a precautionary measure, itself (cf. § 10 Par. (6)). For this purpose the customer will communicate or send to **BM** all necessary information and documents upon request immediately.

11. Warranty, material defects

(1) The delivery of used objects to entrepreneurs is carried out under the exclusion of all warranty for material defects. The exclusion shall not apply to the liability with physical injuries and health impairments as well as with gross fault.

(2) The exact specifications of the object of purchase can be derived from the respective service specifications contained in the order confirmation. Insignificant deviations with delivery or provision of the object of purchase shall not be deemed as defects and shall not entitle the customer to retain the agreed payment(s).

(3) The warranty period with new objects of purchase is one year from delivery or, insofar as an acceptance is necessary, from the acceptance.

(4) Delivered objects of purchase are to be inspected carefully and immediately after delivery to the customer or to the third party determined by him. With new objects of purchase shall be deemed with regard to obvious defects or other defects, which would have been recognisable with an immediate, careful inspection, as approved by the customer, if **BM** does not receive a report of defects in a text form within 7 (seven) workdays after delivery. With regard to other defects the new objects of delivery shall be deemed as approved by the customer if the report of defects is not received by **BM** in a text form within 7 (seven) workdays after the time, at which the defect was noticed; if the defect was recognisable for the customer with normal use at an earlier time already, however this earlier time will be decisive for the start of the deadline for the complaint. At the request of **BM** an object of delivery for which a complaint was made is to be returned to **BM** carriage paid. In case of justified reports of defects **BM** will remunerate the costs for the most reasonably priced dispatch route; this will not apply insofar as the costs are increased, because the delivered object of purchase is located at another place than the place of use as intended.

(5) In case of material defects of new objects of purchase **BM** is at its choice that is to be made within a reasonable deadline initially obliged and entitled to subsequent improvement or substitute delivery. In the event of failure, i.e. the impossibility, if it is deemed unreasonable, refusal or unreasonable delay in the subsequent improvement or

substitute delivery the customer can cancel the contract or reduce the purchase price to a reasonable extent.

(6) If a defect is due to the fault of **BM** the customer can request damages under the pre-requisites determined in § 14.

(7) In case of defects of components of other manufacturers, which **BM** cannot remedy for licensing right or actual reasons, **BM** will at its choice assert its warranty claims against the respective manufacturers and suppliers for the customer's account or assign these to the customer. Warranty claims against **BM** shall only exist with such defects under the other pre-requisites and according to these General Terms of Sale if the assertion of the aforementioned claims in court against the manufacture and supplier was unsuccessful or, for example has no prospects for success owing to an insolvency. For the duration of the lawsuit the statute-of-limitations of the relevant warranty claims of the customer against **BM** shall be inhibited.

(8) The warranty shall cease to apply if the customer changes the object of purchase without the consent of **BM** or has this changed by third parties and the remedy of defects should become impossible hereby or be made unreasonably more difficult. In any case the customer has to bear the additional costs for the remedy of defects incurred by the change.

(9) Claims for remedy of defects shall not exist either in case of faulty assembly or putting into operation and/or operation of the object of purchase by the customer or third parties. Nor with natural wear and tear and use of unsuitable operating and production equipment.

12. No guarantee

BM shall inspect and document the movable objects offered by it for technical malfunction. The submission of any contractual guarantees is however not associated herewith.

Insofar as a contractual guarantee should be offered by **BM** in an individual case, the written conclusion of a guaranteed contract is necessary in order for it to be valid.

13. Defects of title

(1) If a third party asserts justified claims against the customer owing to the infringement of industrial property rights or copyrights in the Federal Republic of Germany with regard to the object of purchase, **BM** will at its choice and at its costs obtain the requested right of use or modify the deliveries and services so that an infringement of property right no longer exists. If this is not possible with a reasonable amount of work both **BM** as well as the customer are entitled to cancel the contract. Possible claims for damages are subject to the restriction according to § 14 of these General Terms of Sale.

(2) The regulation according to § 13 Par. (1) shall only apply if the following pre-requisites are complied with:

- a) The has to inform **BM** immediately in a text form of claims of a third party.
- b) The customer may not recognise an infringement of right asserted against it.

- c) The customer has to authorise BM to solely conduct an in court and out-of-court dispute with the third party.
- d) The claims may not be due to the fact that the customer has changed the object of purchase or uses it under other conditions of use or with parts not delivered by **BM**.
- e) The object of delivery may not have been produced according to drawings or owing to other details of the customer.

(3) For the event that an object of purchase should have been produced according to a drawing or other details of the customer, the customer shall indemnify **BM** insofar from all possible claims of third parties upon first request.

(4) In addition, **BM** does not assume any warranty for the fact that the products produced with the object of purchase do not infringe any third party property rights. Neither will **BM** be liable for the infringement of third party property rights, which should exist outside of the Federal Republic of Germany.

(5) Incidentally **BM** shall be merely liable according to the regulations pursuant to § 14 of these General Terms of Sale.

14. Liability for damages owing to fault

(1) The liability of **BM** for damages, no matter for what legal grounds, in particular from impossibility, default, faults or false delivery, breach of contract, breach of obligations with contractual negotiations and illicit act is, insofar as it respectively depends on a fault, limited according to this § 14.

(2) **BM** will not be liable in the event of simple negligence of its bodies, legal representatives, employees or other vicarious agents, insofar as it does not concern a breach of obligations that are essential for the contract. An obligation for the timely delivery and installation of the object of delivery, its freedom from defects, which more than only insignificantly impair its functionality or usability, as well as consultancy, protection obligations and obligations to show care and attention are essential for the contract, which should enable the customer the use of the object of delivery as per contract or which aim at the protection of body and limbs of personnel of the customer or the protection of his property against substantial damages. The regulation under §11 Par. (1) shall remain unaffected.

(3) Insofar as **BM** according to § 14 Par. (2) is fundamentally liable for damages, this liability is limited to damages, which **BM** foresaw upon conclusion of the contract as a possible consequence of a breach of contract or which it should have foreseen with the application of customary care and attention. Indirect damages and follow-up damages, which are a consequence of defects to the object of delivery, are additionally only capable of compensation insofar as such damages can typically be expected with the use of the object of delivery as intended.

(4) In the event of liability for simple negligence the seller's obligation for compensation for property damages and thus resulting further financial losses is limited to the amount of the value of the respective object of purchase, even if it concerns a breach of essential contractual obligations.

(5) The aforementioned liability exclusions and limitations shall apply to the same extent for the benefit of the bodies, legal representatives, employees and other vicarious agents of **BM**.

(6) Insofar as **BM** provides technical information or acts in an advisory capacity and this information or advice does not belong to the contractually agreed scope of services owed by it, this will be carried out free of charge and under the exclusion of all liability.

(7) The restrictions of this § 14 shall not apply to the liability of **BM** owing to wilful conduct, to guaranteed condition features, owing to the injury to life, the body or the health or according to the German Product Liability Act.

15. Assignment

(1) **BM** is entitled to an unlimited extent to assign all current and future claims from the contractual relationship against the customer to a third party, e.g. within the framework of a factoring contract.

With the existence of a current account relationship between **BM** and the customer the assignment shall also comprise the balance claim of **BM**.

(2) The customer is not entitled to assign its claim from the contractual relationship – without the prior written consent of **BM**- to third parties. However; this shall not apply if it concerns a monetary claim.

16. Data protection

(1) The customer acknowledged that **BM** stores data from the contractual relationship according to Section 28 Federal Data Protection Act for the purpose of data processing and reserves the right to transmit the data, insofar as necessary for fulfilling the contract, to third parties (e.g. insurances).

(2) Incidentally reference is made to the respective valid privacy statement, which can be called and printed out at all times under www.bevmaq.com.

17. Final provisions

(1) If the customer is a merchant, a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in the Federal Republic of Germany, then the place of jurisdiction for all possible disputes from the business relationship between the seller and the customer at the choice of **BM** is its registered seat in Kaiserslautern or the registered seat of the customer. For actions against **BM** in these cases however the registered seat of **BM** in Osnabrück is the exclusive place of jurisdiction. Mandatory statutory provisions concerning exclusive places of jurisdiction shall remain unaffected from this regulation.

(2) The relationships between **BM** and the customer are exclusively subject to the law of the Federal Republic of Germany. The Convention of the United Nations on Contracts for the International Sale of Goods of 11 April 1980 (CISG) will not apply.

(3) Insofar as the contract or these General Terms of Sale feature loopholes in the regulations those legally valid regulations shall be deemed as agreed to fulfil these loopholes, which the contractual parties would have agreed according to the commercial objectives of the contract and the purpose of these General Terms of Sale if they had considered the loophole in the regulations.

(4) The customer has to reimburse all fees, costs and expenses to BM, which should be incurred to its contractual partners outside of the Federal Republic of Germany in connection with an assertion of legal rights by **BM**, which was legally successful against him.