

**General Business Terms and Conditions of SCHAUB Umwelttechnik GmbH**  
for the supply of  
**goods, work performance and services**

## 1. Purpose

These General Business Terms and Conditions regulate the rights and obligations of Schaub Umwelttechnik GmbH as the Supplier, on the one hand, and the Orderer, on the other hand, in the event of the conclusion of an individual contract between the contractual parties regarding the delivery of goods, work performance or services by the Supplier to the Orderer.

## 2. Conclusion and content of an individual contract

### 2.1.

An individual contract shall be concluded between the contractual parties by an order of the Orderer in a text form and the receipt of the corresponding order confirmation of the Supplier by the Orderer in a text form or by a contractual offer of the Supplier in a text form and the receipt of the corresponding order confirmation of the Orderer by the Supplier in a text form.

### 2.2.

The Orderer is bound to its orders for 10 days from receipt by the Supplier. The Supplier is bound to its contractual offers for 10 days from receipt by the Orderer.

### 2.3.

The individual contract regulates the contract type, the kind, scope, place, time, condition and price of the ordered service.

### 2.4.

In case of contradictions or ambiguities between the individual contract, on the one hand, and these General Business Terms and Conditions, on the other hand, the individual contract shall have precedence.

### 2.5.

General Business Terms and Conditions of the Orderer shall not apply to the individual contract even if the Supplier has not objected to their validity.

### 3. Examination of technical stipulations

The Supplier will examine technical stipulations or documents, which it receives from the Orderer prior to the conclusion of an individual contract, according to its technical qualification for obvious errors and obvious problems for the realisation of the order and notify the Orderer of determined errors or problems in a text form. The Supplier shall have no further obligation to verify the suitability of the products and services offered by it for the purpose pursued by the Orderer.

### 4. Product authorisation and export control

#### 4.1.

The products to be delivered by the Supplier are determined to be placed on the market for the first time in the Orderer's country and for remaining in the Orderer's country permanently.

#### 4.2.

The Orderer shall examine and ensure that all national import provisions of its country for the import of the products and services of the Supplier have been fulfilled.

#### 4.3.

Irrespective of the location of the products and services of the Supplier in the Orderer's country as intended the Orderer is aware that the export of certain products and services by the Orderer owing to their type, their intended use, the destination, etc. may be subject to an obligation for approval. The Orderer is obliged itself to check and comply with the relevant export regulations and/or embargos.

### 5. Changes to services

#### 5.1.

If the individual contract concerns a contract for work and services or a service contract and if the Orderer requests changes to the content and/or the scope of the ordered services and/or additional services in a text form, the Supplier will examine the change request of the Orderer and inform the Orderer in a text form within 14 calendar days after receipt of the change request whether it will carry out the changed or additional service and whether and which implications this has on the price and the service time.

5.2.

If such implications exist and if the Supplier is willing to carry out the changed or additional services the Supplier will send a new contractual offer to the Orderer at its request, which the Orderer shall accept or reject within 10 days after receipt.

5.3.

The Supplier shall receive the remuneration attributable to the services rendered up to the agreement of a change as well as compensation for the expenses and costs which can no longer be avoided up to the agreement of the change.

## **6. Service provision**

6.1.

The Supplier shall provide the ordered services by its own personnel who are sufficiently qualified for this purpose.

6.2.

The deployment of subcontractors by the Supplier shall require the prior consent of the Orderer in a text form. The consent may only be refused if there are objective concerns of an impairment to legitimate financial interests of the Orderer by the deployment of the subcontractors.

6.3.

The Supplier is at liberty to determine the working hours, the place of work and the execution of the services. The Orderer has no authorisation to issue instructions towards the personnel deployed by the Supplier.

## **7. Remuneration and terms of payment**

7.1.

The amount, the currency and the due date of the remuneration of the Supplier can be seen from the respective individual contract.

7.2.

All prices agreed in the individual contract are net prices, to which value added tax will be added in the respective amount due by law and shall be deemed as ex works, to which the costs of the packaging for the transport, the freight, postage, possibly agreed transport insurance, country-specific duties in case of deliveries to other countries than Germany as well as customs duties and other public fees and charges will be added.

## 8. Price adjustment in case of price increases

### 8.1.

If there are more than 4 months between the conclusion of the contract and provision of the services the Supplier is entitled to unilaterally increase its remuneration by the amount by which material procurement costs, wage costs or energy costs for the production and provision of the services have increased compared to the costs upon conclusion of the contract.

### 8.2.

If, due to an increase pursuant to Subclause 8.1. above the remuneration is 20% or more above the price agreed upon conclusion of the contract, the Orderer shall be entitled, within 10 days after knowledge of the notification of the Supplier regarding the increase in the remuneration in a text form, to rescind a not yet completely fulfilled individual contract.

## 9. Shipment and passing of risk

### 9.1.

If it is agreed that the deliveries owed by the Supplier will be sent to the Orderer the Supplier shall be entitled to choose the transport route and the transport means.

### 9.2.

Delivery shall be made "ex works" Incoterms 2020.

### 9.3.

The risk of accidental loss or accidental deterioration of the services to be provided by the Supplier shall pass, if the individual contract concerns a purchase contract, with the hand-over of the services to the Orderer. If the individual contract concerns a contract for work and services, the risk of accidental loss or accidental deterioration of the services to be provided by the Supplier shall pass to the Orderer upon acceptance of the services.

### 9.4.

In deviation from Subclause 9.3. above, the risk of accidental loss or accidental deterioration of the services to be provided by the Supplier shall pass already with the hand-over of the services to the forwarding agent, freight forwarder or other person determined for execution of the shipment if it has been agreed that the services will be sent at the request of the Orderer hereto, although the place of performance for the service lies at the Supplier, so-called sale by delivery.

9.5.

All of the aforementioned regulations under this Subclause 9. shall also apply to partial deliveries.

## **10. Acceptance and inspection of the services of the Supplier**

10.1.

If an individual contract concerns a contract for work and services or a service contract, a formal acceptance will take place for the work performance or services of the Supplier by creation and signing of a written acceptance protocol.

10.2.

The acceptance protocol shall be based on an inspection of the contractual conformity of the work performance or services of the Supplier carried out by the Orderer, to which the Supplier is to be invited by the Orderer by adhering to a period of notice of 10 days.

10.3.

The inspection of the contractual conformity of the work performance or services of the Supplier by the Orderer shall be carried out within 14 days after receipt of the notification of the Supplier of the completion of the services by the Orderer.

10.4.

The actual acceptance and/or use of the work performance or services by the Orderer shall represent their approval insofar as this does not serve the acceptance test or was permitted by the Supplier in advance in a text form.

10.5.

If the individual contract concerns a purchase contract in the form of a commercial purchase, the Orderer will examine and inspect the goods and services without delay upon delivery for defects and damages. The Orderer has to report recognisable defects and damages within 14 days from delivery and defects and damages not recognisable during the examination and inspection within 14 days from discovery in a text form.

## **11. Rights due to defects**

11.1.

Defects in the Supplier's performance shall be remedied by the Supplier by means of subsequent performance within a reasonable period of time after receipt of the Orderer's notice of defect. This subsequent performance shall take place at the choice of the Supplier by the free remedy of defects or a subsequent fulfilment of the service.

11.2.

Unless longer liability periods for defects apply due to mandatory statutory provisions, the liability period for defects shall be 12 months if the individual contract is a purchase contract or a contract for work and 6 months if the individual contract is a service contract.

11.3.

If the defect cannot be remedied within a reasonable deadline or if the subsequent performance is to be seen as failed for other reasons, the Orderer shall be entitled to the statutory rights due to defects.

11.4.

A failure of the subsequent performance is to be assumed if the Supplier was granted at least 2 opportunities for the subsequent performance, if it is impossible, if it is refused or unreasonably delayed by the Supplier or if it is deemed unreasonable for other reasons."

## 12. Liability

12.1.

The liability of the contractual parties for damages or the reimbursement of fruitless expenses shall be oriented, without consideration for the legal nature of the claim, to this clause.

12.2.

The liability for damages from an injury to life, the body or the health as well as with claims according to the German Product Liability Act shall be oriented, without restrictions, to the statutory provisions.

12.3.

The liability in the event of wilful intent or gross negligence as well as from a guarantee is unlimited.

12.4.

Incidentally, the contractual parties shall only be liable in the event of simple negligence if they breach an obligation, the fulfilment of which renders the proper implementation of the contract possible at all, the compliance with which the other contractual party as a rule relies on and may rely on and the breach of which endangers the achievement of the contractual purpose, so-called cardinal obligation. In these cases, however, the liability is limited to the amount of the damage that typically arises in transactions of the present type, i.e. that must typically be expected to arise in transactions

of the present type. In these cases, the Supplier's liability is also limited to a maximum of EUR 1,000,000.00 per claim, namely the current coverage amount of the Supplier's product liability insurance or liability insurance.

12.5.

Each contractual party shall remain at liberty to file an objection due to co-fault.

12.6.

The liability limitations ensuing from this clause shall also apply for the benefit of the employees, representatives and bodies of the contractual parties.

### **13. Confidentiality**

13.1.

All information and documents disclosed by one of the contractual parties to the other contractual party for the purpose of implementing the relevant individual contracts shall be deemed to be business secrets within the meaning of the German Act on the Protection of Business Secrets if and as far as they have not been explicitly described as not confidential or they are by nature obviously not confidential or they have become general knowledge without an infringement of rights.

13.2.

Each disclosure towards third parties and each use of information or documents that are subject to secrecy, which is not necessary for the implementation of the relevant individual contracts within the meaning of Subclause 13.1. above is only permitted with the prior and written consent of the respective other contractual party.

### **14. Reservation of title**

14.1.

The Supplier reserves the property to movable objects delivered by it until the payment of all of its claims from the contractual relationship.

14.2.

The Orderer is entitled to sell the movable objects delivered by the Supplier in the ordinary course of business. However, it hereby now already assigns to the Supplier all claims, accrued to it from such a sale, in the amount of the still outstanding claims of the Supplier from the contractual relationship.

14.3.

Each processing or conversion of the movable objects delivered by the Supplier shall always be carried out for it. If the movable objects delivered by the Supplier are processed with other objects, the Supplier shall acquire the co-ownership to the new object in the ratio of the value of the delivered movable objects to the value of the other processed objects at the time of the processing and the objects produced by processing are also subject to this reservation of title.

14.4.

The Orderer hereby now already assigns to the Supplier, for the purpose of securing the claims of the Supplier against it from the contractual relationship, all claims, accrued to it from a connection of the movable objects delivered by the Supplier with the property of a third party.

14.5.

The Supplier is obliged to release its collateral at the request of the Orderer at the time and in the amount, at which and in the realisable value of the collateral exceeds the claims that are to be secured by more than 10%."

## **15. Collateral in case of detrimental decisions of the commercial credit insurance**

15.1.

The claims of the Supplier against the Orderer from individual contracts with the Orderer are insured against default by commercial credit insurance. The sum insured corresponds for each contractual relationship the respective gross order value.

15.2.

If the commercial credit insurance of the Supplier makes a detrimental decision after conclusion of the contract with the Orderer for the scope of the insurance cover against default of the claims against the Orderer described in Subclause 15.1. above, the Supplier will inform the Orderer hereof without delay by stating the new amount, with which its claims are insured.

15.3.

With or after receipt of the notification to the Orderer pursuant to Subclause 15.2. above the Supplier is entitled to request from the Orderer that it hands over a written, irrevocable and absolute guarantee of a credit institute or insurance company authorised to conduct business operation in the European Union in the amount of the claims against the Orderer that is no longer insured after the communicated credit decision of the commercial credit insurance.



15.4.

Until the hand-over of a guarantee justifiably requested pursuant to Subclause 15.3. above the Supplier is entitled to refuse the further fulfilment of the contract. If a guarantee justifiably requested pursuant to Subclause 15.3. above is not handed over within 2 months after the request of the Supplier, the Supplier is entitled to rescission of the contract."

## **16. Term of contract and termination**

16.1.

Concluded contracts for work and services can be terminated according to the statutory provisions applicable for this type of contract. Concluded service contracts can be terminated by adhering to a period of notice of 1 month.

16.2.

The right of each contractual party to an extraordinary termination for good cause shall remain unaffected.

## **17. Incoterms**

The International Commercial Terms in the version valid at the time of the conclusion of the individual contract shall apply to the individual contracts.

## **18. Final provisions**

18.1.

Should individual or several provisions of these General Business Terms and Conditions or of a corresponding individual contract be or become invalid or unworkable in full or in part this shall have no effect on the validity of the other provisions. Section 139 German Civil Code is precluded. The lapsed provision shall be replaced by a substitute provision, which shall as far as possible correspond with the commercial and legal purpose of the lapsed provision. The aforementioned shall also apply analogously in the event that these General Business Terms and Conditions or a corresponding individual contract features a loophole that requires and is capable of regulation.

18.2.

Exclusively German law shall apply under the exclusion of the Convention of the United Nations on Contracts for the International Sales of Goods.

18.3.

The place of jurisdiction for all disputes from or in connection with corresponding individual contracts is the registered seat of the Supplier insofar as no other exclusive jurisdiction exists. However, the Supplier shall be entitled, at its option, to take recourse to the Orderer at the Orderer's place of business.