

General terms and conditions of purchase for deliveries and services

As at: 04/2019

1. PRELIMINARY REMARKS

1.1 Basis of the contract

The general terms and conditions of purchase will also apply to all future orders placed. Any terms and conditions of the supplier / entrepreneur (hereinafter referred to as the Contractor) that differ from these general terms and conditions of purchase will only apply if and to the extent that they have been accepted in writing by MLOG Logistics GmbH (hereinafter referred to as the Customer). Legally-relevant declarations and notifications by the seller relating to the contract (e.g. deadline, reminder, withdrawal) are to be made in writing, i.e. in written or text form.

1.2 Conclusion of contract

Orders, agreements, additions and amendments are only binding if they have been placed or confirmed by the Customer in writing.

1.3 Inadmissible advertising

Enquiries or order letters may not be used for reference or advertising purposes.

1.4 Handling of drawings, models and tools provided

All drawings and other written documents, models and tools provided remain the property of the Customer and are to be returned free of charge after execution of the order.

The aforementioned drawings and other documents as well as the drawings and written documents produced by the Contractor in accordance with the Customer's specifications may not be used again, copied or made available to third parties without the Customer's prior consent in writing. The Contractor is liable to the Customer for all damages caused by any non-compliance.

The Contractor's liability for defects and warranty obligations in respect of the object of the contract are not affected by the Customer's consent to drawings, calculations and other technical documents. This also applies to suggestions and recommendations made by the Customer implemented by the Contractor.

1.5 Replacement parts

The Contractor will ensure that the technical standard of the replacement parts to be supplied by it until the end of the limitation period for warranty claims is adjusted so that it meets the standard currently required for the delivery. It also has to keep such parts in stock over the expected service life of the object of the contract, and at least until the end of the limitation period for warranty claims.

2. TRANSPORTATION GUIDELINES

2.1 Shipment of dangerous goods

The Customer requires that the Contractor, as the seller of the goods, has comprehensive knowledge of any possible dangers posed by its goods in shipment, packing, storage etc. The Contractor therefore has to check before order placement whether the goods specified in the order are classified as dangerous goods (e.g. paints, adhesives, chemicals or

combustible, oxidizing, potentially explosive, flammable, poisonous, radioactive or corrosive goods, or goods liable to self-heating). In such cases, the Contractor has to inform the Customer fully and immediately. The Contractor has to send to the Customer the relevant product information - at least safety data sheets and accident report sheets - and advise the Customer of the nature and quantity of every delivered container at the latest at the time of the "order confirmation".

The declaration, labelling and packaging must always comply with the nationally and internationally valid regulations and include the required dangerous goods declarations signed with legally-binding effect.

Applicable regulations:

Ocean freight:

IMDG-Code International Maritime Dangerous Goods Code

GGV See Regulation concerning the transportation of dangerous goods by seagoing vessel

Air freight:

IATA-DGR International Air Transport Association Dangerous Goods Regulations

Regulations of the IATA concerning the transportation of dangerous goods by air transport

CAO-TI International Civil Aviation Organization Technical Instructions
Technical instructions of the ICAO concerning the transportation of dangerous goods by air transport

GGV-Luft Currently being prepared

Rail:

RID International regulation concerning the transportation of dangerous goods by rail

Road:

ADR European agreement concerning the international transportation of dangerous goods by road

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Road/ rail/ inland waterways:

GGVSEB, regulation concerning the national and international transportation of dangerous goods by road, rail and inland waterways (Gefahrgutverordnung Straße, Eisenbahn und Binnenschifffahrt)

Any differing or additional regulations of the destination country - if stated in the order - are also to be considered.

2.2 Additional costs or damages due to incomplete or incorrect information

If the late and/or incorrect or incomplete submission of documents to be presented has resulted in increased costs for the Customer, these costs will be charged to the Contractor in the form of an administration fee in the amount of EUR 125.00. The right to claim further damages is reserved.

The Contractor is also responsible for all damages which are caused as a result of incorrect information or non-compliance with regulations to be observed in the handling (packing, shipment, storage etc.) of dangerous goods.

2.3 Export licence requirement

In accordance with the Foreign Trade Act (Außenwirtschaftsgesetz, AWG), the War Weapons Control Act (Kriegswaffenkontrollgesetz, KrWaffKontrG) and similar laws, the Contractor will advise the Customer in accordance with the implementing provisions upon submission of a quotation, and at the latest before the conclusion of the contract, whether the goods to be supplied by it need an export licence.

3. DEADLINES

3.1 Delivery deadlines

If the Contractor realises that the agreed dates are unlikely to be met, it has to inform the Customer of this immediately in writing stating the likely length of the delay. Early delivery or performance and partial delivery or performance require the Customer's consent.

3.2 Rights and claims before the delivery or performance is due

The Customer has the right to withdraw in whole or in part from the contract before the delivery or performance is due if it is obvious that the Contractor will not be able to complete the delivery or performance on time even if the Customer were to grant the Contractor a reasonable extension. The Customer also has the right to claim compensation from the Contractor instead of performance if it is obvious that it will not be able to complete the delivery or performance on time even if a reasonable extension were granted.

3.3 Liability for missed deadlines

If the Contractor fails to meet the agreed deadlines, for the legal consequences the statutory provisions, and in particular the liability for damages in the case of default, will apply.

3.4 Further rights and claims for missed deadlines

After a reasonable deadline set by the Customer has passed or if the delivery is no longer of interest to it due to the default, the Customer can also, without prejudice to its other rights, arrange for the delivery that has not yet been performed by the Contractor to be performed by a third party at the cost of the Contractor.

If documents in the possession of the Contractor are required for this purpose, the Contractor has to hand these over to the Customer immediately. If property rights prevent performance by the third party, the Contractor will have to obtain immediately appropriate release from these rights.

4. CONTRACT PENALTY FOR MISSED DEADLINES

If a contract penalty is agreed for failure to meet deadlines and the Contractor defaults, it will be under obligation to pay the agreed contract penalty from the time it enters into default. The Customer does not have to assert the right to claim the contract penalty at the time of acceptance of the goods or acceptance of the service, but can offset the contract penalty against the amount of the final invoice. The Customer will retain the right to claim a contract penalty if it withdraws from the contract or arranges for the delivery or service owed to be performed by a third party after the date upon which its right to claim arose. Any further claims and rights of the Customer due to missed deadlines are not affected by this.

5. REMUNERATION, OVER OR UNDERDELIVERY

5.1 Prices

The agreed delivery prices are fixed prices.

5.2 Pricing

The prices are free delivery to the point of use including packing and freight costs. The agreement concerning the place of fulfilment is not affected by the method of pricing.

5.3 Insurance

The Customer will only assume costs incurred by the Contractor for insurance if this has been previously agreed with the Customer in writing.

5.4 Over and underdeliveries

The Customer reserves the right to accept over or underdeliveries in individual cases.

6. PAYMENT

6.1 Time allowed for payment

The payment will be made in the time allowed for payment stated in the order using the payment method chosen by the Customer. In the case of a bank transfer, the payment will have been made in good time if our transfer order has been received by our bank before the time allowed for payment has passed. The time allowed for payment starts from receipt of an auditable and correct invoice, but not before receipt of defect-free and complete delivery and, if the scope of performance includes documentation and test certifications, not before they have been handed over to the Customer in accordance with the contract. If a payment cannot be made by the agreed date due to incorrect delivery documents or incomplete invoice details or if information required by law is missing, the time allowed for payment and for early-payment discounts will not start until clarification and correction of the invoice by the Contractor.

6.2 Payments in advance

The Customer will make agreed payments in advance against invoice in accordance with VAT law and after the provision of collateral for advance payment to be agreed. In the case of payments in advance, the Contractor still has to itemise and charge all services in a final invoice.

6.3 Payment with reservation

The payment of invoices does not mean acceptance of claims of the Contractor that have not yet been checked.

7. ASSIGNMENT OF CLAIMS

Claims of the Contractor against the Customer may only be assigned to a third party or collected by a third party with the Customer's prior consent in writing. The Customer cannot unreasonably refuse consent.

8. RETENTION OF TITLE

The Customer objects to all retention of title provisions that go beyond simple retention of title. They require a prior agreement in writing in each individual case. In the ordinary course of business we retain the right to resell the goods with advance assignment of the resulting claim before

payment of the respective remuneration. However, if it is still the case that subcontractors assert ownership rights, co-ownership right or rights of lien against the Customer, or arrange for enforcement measures to be carried out against the Customer, the Customer will be entitled to claim all resulting losses from the Customer.

9. WARRANTY RIGHTS

9.1 Scope of warranty rights

The Contractor owes goods and services that are free of defects. These must have in particular the agreed quality features as well as the features and values guaranteed by the Contractor, be suitable for the intended use, be in keeping with the current state of technology at the time of handover or acceptance and meet the relevant requirements of authorities and associations.

9.2 Individual warranty claims

The Customer has the right to supplementary performance by way of rework or new or replacement delivery, as it chooses, as well as to statutory compensation. The Contractor also has to bear the necessary costs of supplementary performance, in particular the dismantling and assembly costs. If the supplementary performance has not taken place by a reasonable deadline set by the Customer or has failed, or if a deadline did not need to be set, the Customer can also withdraw from the contract or reduce the remuneration. It can also demand compensation under the statutory regulations, including instead of performance, as well as reimbursement of wasted expenditure. If the Customer is entitled to warranty claims beyond the statutory warranty rights, these remain unaffected.

9.3 Claims under right of recourse

Our statutory claims under right of recourse within a supply chain are alongside the warranty claims without limitation. We have in particular the right to demand precisely the type of supplementary performance (rework or replacement delivery) from the supplier that we owe our customer in the individual case. Our statutory right of choice is not limited by this. Our claims under right of recourse also apply if the goods were processed by us or one of our customers, e.g. by being installed in another product, before their resale.

9.4 Self-performance

If the Contractor fails to meet its obligation to provide supplementary performance by a reasonable deadline or if the supplementary performance is unacceptable for the Customer, e.g. for reasons of a threat to operational safety, the imminent occurrence of disproportionate damages or special urgency, the Customer can take the necessary measures itself at the cost and risk of the Contractor. The Contractor will be informed of such circumstances without delay and where possible beforehand. The obligation to provide final remedy of defects is not affected.

9.5 Deadline for notification of defects

The Customer has the right to give notice of defects within ten calendar days of receipt of the goods, and in the case of hidden defects or defects that cannot be easily detected in a visual inspection within ten calendar days of their discovery.

9.6 Limitation period for warranty claims

The limitation period for warranty claims is 36 months, unless a longer statutory limitation period applies. If any defects occur in the first twelve months after the start of the limitation period, it will be assumed that these already existed at the time of transfer of risk. The limitation period starts to run at the time of delivery or, if this is agreed or required by law, at the time of acceptance. For parts replaced by the Contractor within the scope of supplementary performance, it will start to run anew at the time of the replacement delivery. For plant components which cannot be used as contractually-agreed due to an interruption of operations caused by defects, the limitation period will be extended by the length of the interruption of operations.

10. LIABILITY

10.1 General liability

The Contractor's liability is governed by the statutory regulations.

10.2 Product liability

The Contractor will indemnify the Customer against all claims relating to non-contractual product liability which are attributable to a defect in the product/subproduct it has supplied, regardless of whether the Contractor is the manufacturer of the product or the distributor of a third party's product that it has just resold. Under the same conditions, it will also be liable for damages incurred by the Customer due to appropriate precautionary measures in terms of type and scale against a claim relating to non-contractual product liability, e.g. due to public warnings. The Customer's right to make its own claim against the Contractor is not affected.

10.3 Liability for damage to the environment

The Contractor is liable for all damages incurred by the Customer or a third party because the Contractor or its vicarious agents are in breach of provisions of the Immission Control Act (Immissionsschutzgesetz), the Waste Oil Act (Altölgesetz), the Federal Water Act (Wasserhaushaltsgesetz), the Waste Disposal Act (Abfallbeseitigungsgesetz) and the orders issued in relation to these or other laws and regulations. The Contractor will indemnify the Customer against all claims made by third parties against the Customer in the event of such a breach.

10.4 Insurance obligation

The Contractor undertakes to insure itself adequately against all risks which its liability entails. It will provide the Customer with proof of its insurance cover upon request.

11. DETERIORATION OF FINANCIAL SITUATION, INSOLVENCY, OTHER GOOD CAUSES

In addition to its other rights and claims, the Customer can withdraw in whole or in part from or terminate the contract in the event of

- a significant deterioration in the Contractor's financial situation
- and/or cessation of payments by the Contractor
- and/or application by the Contractor for insolvency proceedings to be opened against itself - and/or the opening of insolvency proceedings for the Contractor's assets or insolvency proceedings not being opened due to a lack of assets
- as well as in other cases if there is good cause

In these cases the Customer has the right to demand that the Contractor returns all items and documents in its possession. The Customer also has the right to demand the return in whole or in part by the Contractor of all goods or services for which notice of withdrawal or termination has not been declared, whether completed or not, in exchange for proportionate remuneration; the Contractor has to return these without delay to the Customer and to transfer ownership to the Customer. In these cases the Contractor will not be entitled to make any claims for compensation or any other claims for remuneration against the Customer.

12. RIGHT OF USE AFTER WITHDRAWAL OR TERMINATION

If the Customer should make use of its right to withdraw or terminate, the plant concerned or parts of this will remain at the disposal of the Customer or the end customer until an adequate replacement has been obtained. The costs for any dismantling and removal of the component will be borne by the Contractor.

13. PROPERTY RIGHTS OF THIRD PARTIES

The Contractor assures that the Customer will not infringe copyrights, patents or other property rights of third parties with the contractually-agreed use of the goods or services provided by the Contractor. The Contractor will indemnify the Customer against all claims made against the Customer due to the infringement of a domestic industrial property right or, if it knew that the goods or services were to be used abroad, due to the infringement of a foreign industrial property right. Licence fees, expenses

or costs incurred by the Customer in order to avoid or eliminate infringements of industrial property rights will be borne by the Contractor, if these arise because the Contractor did not secure for the Customer the rights required for the contractually-agreed use.

14. SUBCONTRACTING

The Contractor may entrust the execution of orders or significant parts of these to third parties only with the Customer's prior consent in writing. The Customer will not unreasonably refuse consent.

15. ACCESS TO THE PRODUCTION FACILITIES

In the case of orders which are processed individually to the Customer's specifications, the Customer will have the right, after arranging an appointment in advance with the Contractor, to gain access to its production facilities and be assigned a contact for questions concerning the processing. The Contractor agrees that it will obtain agreement from its suppliers so that the Customer can also exercise this right at the Customer's suppliers.

For machinery, assembly, start-up and similar services, no. 16 to 19 apply additionally:

16. SCOPE OF DELIVERY AND SERVICES PROVIDED BY THE CONTRACTOR

16.1 Scope and execution for delivery of machines and machinery

The Contractor has to deliver the machine or machinery with all of the parts that are necessary for fault-free operation and ensure that it has all of the quality features and other features and values guaranteed by the Contractor, including the associated documentation. Machinery components and parts are to be designed and arranged in such a way that they can be maintained, inspected and replaced quickly and easily. The implementation of the Customer's wishes will not release the Contractor from its contractual responsibility.

16.2 Scope of services

Services owed by the Contractor including the associated documentation are to be provided as per the order and in full. The provision of these is the sole responsibility of the Contractor, even when it takes into account the wishes of the Customer. The Contractor has to inform itself of the conditions at the site of installation/assembly before the provision of the services. In particular, it has to familiarise itself with the climatic and environmental conditions. It has to take these into account in the organisation of the order processing so that the services can be provided on time. In the provision of the services, the Contractor has a special duty of care in respect of environmentally hazardous substances. If the Contractor finds harmful substances, whether in the ground, within closed walls or containers or if such substances are suspected due to the local conditions or otherwise, the Customer is to be informed immediately in writing and given the opportunity to inspect and to take appropriate measures.

16.3 Modification and additional work

The Customer has the right to demand modification work or additional work. It has the right to order such work, which the Contractor then has to perform, even if a change in the agreed price or the amount of additional remuneration has not yet been agreed. Upon request by the Customer, the Contractor will submit an examinable quotation for the desired modification or additional work.

17. WORK ON THE PLANT PREMISES AND ON CONSTRUCTION AND ASSEMBLY SITES OF THE CUSTOMER

17.1 Preparatory work

Before starting the installation or assembly work, the Contractor has to examine the site of assembly with regard to foundations, connections, surveying and other relevant environmental conditions, so that it can ensure that its work will be free from defects.

17.2 Responsibility, replacement of staff

The presence of the Customer's assembly management at the site of assembly will not release the Contractor from its responsibility for the work to be carried out by the Contractor. The Contractor has to appoint for the assembly site a competent and experienced assembly manager and grant him the necessary powers. Before any replacement, the Customer is to be informed immediately. The Customer has the right to demand the replacement of staff who prove to be not competent or a risk to operational safety.

17.3 Agreements

Direct agreements between the Contractor, the Customer's customer and third parties in matters which concern the execution of the contract are not valid without the agreement of the Customer.

17.4 Coordination of the work

If required by the overall construction process or if requested by the Customer, the Contractor will have to coordinate its work with other contractors at the place of performance. Here care must be taken to ensure that the mutual interests are safeguarded. The Customer has the right to demand the shared use of the Contractor's scaffolding, equipment etc. by itself or a third party in exchange for appropriate remuneration.

17.5 Safety measures

The performance of work on the Customer's plant premises/construction site is to be coordinated in good time with the Customer's responsible technical consultant. In addition, the Contractor has to find out about any local hazards from the Customer's responsible health and safety specialist and coordinate the necessary safety measures with him. The Contractor has to ensure that its employees and those of its subcontractors behave in a safety-conscious manner and wear the prescribed protective equipment appropriate for the hazards. During the assembly period a safety officer is to be deployed by the Contractor.

17.6 Fire protection

The Contractor has to comply with all fire regulations that apply for the place of fulfilment. It has to report to the plant/construction site fire department and agree the necessary fire protection measures. If work associated with fire risk on or near to flammable and/or explosive equipment such as oil containers, cable systems etc. cannot be avoided, this may only be performed with the approval of the plant/construction site fire department.

17.7 Persons employed by the Contractor

The Contractor has to submit to the Customer a list with the names of all persons it intends to employ in the plant/on the construction site. The list is to be kept up to date at all times. The Contractor has to provide the Customer with proof upon request that the social insurance cover required by law exists for these persons. The Contractor has to observe and comply with all of the statutory regulations at the site of assembly that apply at the time the work is carried out, in particular when employing foreign workers. The Contractor has to instruct the personnel it employs accordingly. It will indemnify the Customer against any consequences, in particular claims resulting from the failure to comply with such regulations. The Contractor may only use subcontractors for work on the plant premises/construction site with the Customer's prior consent in writing. The Customer's consent may not be unreasonably refused. In cases where there is a risk to operational safety or some other important reason, the Customer has the right to refuse the Contractor or its subcontractors access to the plant/construction site.

17.8 Behaviour at the place of performance, items brought onto site

The Contractor has to ensure that its employees and those of its subcontractors follow the instructions of the Customer in order to maintain order and safety and submit to the normal checking procedures at the place of performance

All items brought onto the plant premises/construction site are subject to checks by the Customer. The Contractor has to clearly mark items which it intends to bring onto the plant premises/construction site beforehand

with its name or company logo. Before delivery and removal, a list of these items is to be presented to the Customer's assembly manager so that it can be signed off and deposited with him.

The Customer will not be liable for the theft of and damage to items which the Contractor has brought onto the plant premises/construction site. The Contractor must not erect any construction signs, unless the Customer has expressly asked it to do this.

18. PERFORMANCE OF THE DELIVERY / SERVICE

18.1 Acceptance process

If acceptance is required by law or has been agreed, the acceptance date will be set jointly upon request in writing by the Contractor, unless other acceptance terms have been set. Notional acceptance and tacit or implied acceptance are excluded. The result of the acceptance process will be documented in an acceptance report. The transfer of risk will not take place before confirmation of successful acceptance by the Customer. Acceptance cannot take place in any other way, in particular not through testing, intermediate testing, issuing of certificates or proof of work. The initial operation will also not result in acceptance, if this takes place so that acceptance tests can be conducted or are necessary so that further essential work can be carried out. If the Customer or the acceptance authority have already identified before acceptance major defects which have not yet been rectified, the Customer can put back an acceptance date that has already been set without prejudice to other rights and claims of the Customer until the defects have been rectified. The initial operation of the work produced or parts thereof by the Customer or its end customer will not be deemed to be acceptance. Joint statements on the current condition in the event of refusal of acceptance and unilateral statements on the current condition by the Contractor will not be a substitute for the necessary formal acceptance and will not bring about the legal effects of acceptance.

18.2 Costs of acceptance

The material costs of acceptance will be borne by the Contractor. The Customer and Contractor will bear the personnel acceptance costs they incur by themselves.

18.3 Liability for defects after acceptance

The limitation period for warranty claims is 36 months, unless a longer statutory limitation period applies. It will start to run in each case at the time of acceptance. If any defects occur in the first twelve months after the start of the limitation period, it will be assumed that these already existed at the time of transfer of risk. Otherwise no. 10.5 of the general terms and conditions of purchase applies.

18.4 Special liability provisions

The Contractor will indemnify the Customer against all public and private law claims made by third parties in connection with the execution of the order by the Contractor. The obligation to indemnify against claims by third parties will also apply in the case of damages caused by the Contractor in the performance of work on public or private facilities (e.g. supply lines). If the Contractor realises that damage has occurred in the execution of the order, it has to inform the Customer's assembly manager of this immediately.

19. PAYMENT

Payment will take place within 30 days of acceptance or, if such has not been agreed or required by law, after complete performance of the service with the deduction of a 2 % early-payment discount or within 60 days without deduction with the payment method chosen by the Customer. For the rest, the provisions agreed in no. 6 of these general terms and conditions of purchase apply.

20. INEFFECTIVE PROVISIONS

If any individual provisions in these general terms and conditions of purchase are or become ineffective, the effectiveness of the remaining provisions will not be affected by this. The ineffective provision will be replaced by the relevant statutory provision.

21. PLACE OF FULFILMENT

The place of fulfilment for deliveries and services is the point of use stated in the order, and for payments the Customer's registered office.

22. PLACE OF JURISDICTION / APPLICABLE LAW

The place of jurisdiction is the competent court at the location of the Customer's registered office. The Customer can, though, bring an action against the Contractor at its general place of jurisdiction. The law of the Federal Republic of Germany applies. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) is excluded