

General Terms and Conditions of Business of Bürkle GmbH

Export GTCB – Valid outside of Germany

Pumpen | Probenehmer | Laborbedarf
für Labor, Industrie und Wissenschaft

Pumps | Sampling | Plastic Labware
for Laboratory, Industry, Science



1. Scope of validity

These are the General Terms and Conditions of Business (hereinafter: Export GTCB) of Bürkle GmbH, Rheinauen 5, 79415 Bad Bellingen, Federal Republic of Germany, for contracts with customer having their branch office outside the Federal Republic of Germany at the time the contract was signed. If you have more than one branch office, the country in which your branch office signed the contract is the relevant one. Our Export GTCB apply to all orders and contracts, regardless of how they are made (from the catalogue, online shop, etc.). Our differing "Domestic GTCB" apply to contracts with customers whose defining branch office is within the Federal Republic of Germany when the contract is signed.

We offer our products and services exclusively to persons acting in their professional capacity as commercial or independent agents (contractors as defined by § 14 of the German Civil Code (BGB)). Our products and services are not intended for consumers.

2. Exclusivity clause

All of our letters of intent, agreements and quotes are based on our Export GTCB. They become an integral part of the contract when the order is placed, when no response is received to our commercial order confirmation, or when the delivery is accepted. Differing, contradictory or supplementary general terms and conditions of business shall not become part of the contract, even if we are aware of them, unless their validity has been explicitly approved in writing.

3. Regarding our contractual obligations, Incoterms, Special obstacles to performance

Incoterms 2020 "Ex Works" (EXW) are agreed (designated place of delivery: headquarters of Bürkle GmbH, Rheinauen 5, 79415 Bad Bellingen, Federal Republic of Germany). Provisions stated in these Export GTCB or agreed on individually take precedence.

If we assume responsibility for shipping the goods through an individual agreement, delivery for us is the point at which we transfer the goods to the shipping company we have selected.

The Covid 19 pandemic, the Russian-Ukrainian war, force majeure and other events unforeseeable at the time of the conclusion of the contract and for which we are not responsible (e.g. non-delivery, incorrect delivery or late delivery by pre-suppliers even though we have concluded a covering transaction in good time, disruption in the supply chain [i.e. at one of the steps at our home country or abroad which are necessary for the provision of our delivery or service, starting from the extraction of the raw materials up to the delivery to you], operational disruptions of all kinds, transport delays, strikes, lawful lock-outs, shortage of workforce, energy, primary products or raw materials, pandemics or epidemics, natural events, war, violence, official measures) and their respective consequences - all of the above events hereinafter referred to as "Special Event" - may result in our not being able to provide our deliveries and services in accordance with the contract. If our delivery or performance is delayed or temporarily impeded due to a Special Event (e.g. in the case of the Covid 19 pandemic due to an infection protection regulation or infection-related plant closure or restriction at our company or at one of our pre-suppliers [in each case including the absence of employees due to regulations on their isolation or quarantine]), we shall immediately notify you of the Special Event and the existence of an impediment to performance resulting therefrom and its expected duration and our obligation to perform shall be suspended for the duration of such impediment to performance. In the event of such a postponement of our obligation to perform, your obligation to pay the purchase price for the postponed deliveries and services shall be postponed simultaneously.

If the particular event leads to an impediment to performance which is not of a temporary nature, we or you are each entitled to withdraw from the affected contract; an impediment to performance which is not of a temporary nature is deemed to be present if the impediment to performance lasts longer than

three months. § 323 paragraph 4 to 6 BGB shall apply accordingly. Insofar as you have made an advance payment for deliveries and services affected by your withdrawal due to the Special Event, it is clarified that we will return this advance payment to you. In the event of a withdrawal due to a Special Event, claims to compensation for damages are excluded.

Meeting delivery dates and service periods are determined by when we make our delivery, not by when you receive the goods. If a late delivery represents a breach of contract, it is not a significant breach of contract.

We would like to deliver products that are always at the latest state of the art. Technical modifications are therefore unavoidable. We therefore reserve the right to make technical modifications as well as changes in shape, colour and weight to a reasonable degree that have no negative effect on the product's fitness for use. We are entitled to perform the service to be rendered in partial deliveries insofar as this is reasonable for you taking into account your interests, the partial performance can be used as intended and the remaining residual performance is not impossible as well as you do not incur any significant additional expenditure or additional costs as a result of the partial performance, unless we declare that we are willing to bear this additional expenditure or these costs.

4. Foreign trade law

Our obligations to execute the contract are subject to opposition to fulfilment of the contract due to obstructions or other restrictions stemming from applicable regulations of the foreign trade law (especially the export control laws including embargos or other sanctions) of the Federal Republic of Germany, the European Union (EU) or the country in which you have your headquarters. The same applies in terms of any applicable provisions of the foreign trade law of other countries. We do not check before entering into a contract whether such foreign trade law regulations might oppose execution of the contract, and we therefore make no guarantee that such obstructions do not exist, especially not for issuing approvals that might be required.

After a contract is signed, we are responsible for making the administrative or other application that may be required for export and for completing the customs formalities for exporting the goods. On the other hand, you have no guarantee of compliance with applicable regulations for transit and export or that the necessary actions will be performed.

At our request you will provide proof of a required transit or import approval. Upon our request, you will also provide to us all the information and documents you have available which we will require to consider the relevant material in terms of foreign trade law. You warrant that the use of the goods by yourself as well as for any resale or disposal to third parties is not intended for the development, manufacturing or deployment of armaments, weapons or nuclear technology or in support of these activities. In the case of resale or other subsequent disposal of the goods, you are responsible for compliance with applicable foreign trade law, including embargo regulations of the Federal Republic of Germany and the European Union (EU), insofar as they would be opposed to a hypothetical direct delivery from us to the third parties. If you violate the foreign trade law regulations cited above, you indemnify us from all claims made against us resulting from such violations and from all disadvantages arising as a result, unless you have not acted at least negligently or the violation of the law is also attributable to negligent conduct on our part.

In case of delays in our services due to applications for foreign trade law approval or completion of other requirements of foreign trade law, the delivery dates shall be postponed and the service periods for services extended to allow for a reasonable inspection time for us (generally no more than two weeks) and the administrative processing time. If the impediment to providing the service is not just temporary, we and you are entitled to withdraw from the contract (cancellation of the contract). We are entitled to withdraw from the contract in particular if a foreign trade law approval is declined or has not been issued within three months after the original delivery date or service period passed, or in any

case no longer than six months after the contract was signed. Services already provided will be compensated mutually by both parties upon withdrawal. Claims to compensation for damages are excluded in this case.

5. Prices, processing and shipping costs

Prices are quoted in euros and on the basis of Incoterms 2020. They apply "ex works" before packaging costs. We also charge German sales tax if you order from within a member state of the European Union and you do not give us your individual sales tax identification number.

In the event that prices of raw materials, energy or other supplier prices with respect to the goods to be delivered by us increase by more than 20% between the time of the conclusion of the contract and the agreed delivery date or the contractually compliant dispatch of the goods by us, we shall be entitled to increase the prices of the goods at our reasonable discretion, taking into account the price increase.

Avoid additional costs from small orders. Our primary concern is to provide services for you as quickly as possible, in the best quality and at favourable prices. The same principle also applies to small contracts. Costs are incurred in any business for processing an order that are independent of the cost of the order. Our operating costs are covered for orders with a value of goods greater than 100 euros (EU outside the Federal Republic of Germany) and 250 euros (non-EU countries). For orders below these values we calculate a processing surcharge of 20 euros (EU except for Germany) and 30 euros (outside the EU). We ask for your understanding in this matter. You can also reduce your administrative costs by combining several small orders to form one order.

If we are responsible for shipping the goods, we ship deliveries of goods weighing up to 31 kg by parcel service, bulky goods excluded. We deliver package items weighing more than 31 kg, bulky goods or larger volumes through a freight forwarder. This ensures that you receive your order as quickly as possible and economically. We invoice you for costs resulting from transport and shipping as the actual costs incurred by us with the commercial invoice. The shipping costs or freight forwarding costs for which you are responsible are available on request. For further details on shipping costs, please read also "Payment and Delivery" at www.buerkle.de.

Our responsibility for making the administrative or other application that may be required for export and for completing the customs formalities for export according to Section 5 of these Export GTCB AGB shall have no effect on the distribution of costs according to Incoterms 2020 "Ex Works" (EXW). You are therefore in particular obligated to reimburse us for any expenses that may be required to facilitate export.

6. Payment, late payments, offsetting and right of retention

You can expect punctual delivery from us. We look forward to receiving your payment when due in euros, within 10 days at 2 % discount or without discount from the 11th through the 30 day, counted from the invoice date and at no cost. However, we reserve the right to require payment by cash in advance. We also reserve the right to pass on the information you provide for us with your order to check your credit rating. Our obligation to deliver is suspended as long as you are in default with a payment that is due. The interest rate as defined by Art. 78 of the United Nations Convention on contracts for the International Sale of Goods (CISG) 8 percentage points above the basic interest rate of the European Central Bank. If we make partial deliveries, we are entitled to invoice partial deliveries. If we do not receive payment for an invoice, we will charge a fixed reminder fee of EUR 3,00 on the second reminder and any further reminder, unless you prove that a minor damage has occurred.

If several claims (including main and secondary claims) are still unpaid, the order in §§ 366 paragraph 2 and 367 paragraph 1 BGB is agreed as defining the repayment sequence for payments that are received.

You are only permitted to offset payments if your counterclaim is uncontested or has been recognised by declaratory

judgement. In addition, you can only exercise your right of retention insofar as the counterclaim on which the right of retention is based derives from the same contractual relationship and is uncontested or has been finally judicially recognised.

7. Return shipments

We will issue you an exchange or credit memo for undamaged goods returned to us at your own cost, within 14 days and in their original packaging, if you notify us in advance of the return. However, we reserve the right to charge a proportional return processing fee.

8. Place of performance, transfer of risk

The place of performance for our and your contractual obligations resulting from or in connection with this contract is our headquarters in Bad Bellingen. If we have assumed responsibility for shipping the goods, the risk that the goods will be lost or damaged is transferred to you when the goods are transferred to the shipping company we have selected.

9. Guarantee against defects; duty to examine and notify of nonconformity

The goods delivered by us are considered in compliance with the contract (free of defects) if at the time when risk is transferred they are suitable for the purposes for which goods of the same type are generally used. The legal and other standards of the Federal Republic of Germany apply in this context. Unless explicitly agreed otherwise, you are therefore responsible yourself in particular for ensuring that the goods are suitable for some special purpose that differs from normal usage and/or meet different legal and other requirements of a country other than the Federal Republic of Germany.

Without consideration of other requirements for liability, the goods are only legally defective if they were not free of enforceable rights or claims at the time of the transfer of risk. Rights or claims of third parties that are based on commercial property or other intellectual property form the basis of a legal defect, without consideration of other requirements for liability, only insofar as the relevant intellectual property is also registered and published in the Federal Republic of Germany.

You are obligated to inspect the goods immediately after receipt, to the extent that doing so is practical in keeping with your regular business process, and to report to us without delay any material defect you discover with a precise description of the nature of the defect. If you neglect to inform us, the goods will be considered approved unless there is a material defect that was not detectable upon examination. When a material defect of this type becomes apparent later, you must notify us without delay after the defect is discovered. Otherwise the goods will be considered approved. If you neglect a required notification, you will have no grounds to appeal for excuses. For our part, we are not entitled to appeal to the agreements outlined in this paragraph if the material defect is based on facts that were known at the time when risk was transferred or that we could not have been unaware of at that time, but which we still did not reveal to you any early than that point in time. Articles 38-40 and 43 of the United Nations Convention on contracts for the International Sale of Goods (CISG) apply supplementarily insofar as they are not in contradiction to the provisions stated above. The validity of Art. 39 paragraph 2 CISG is also agreed in terms of legal defects.

We shall only be responsible for the expenditures required for the purpose of remedying a material defect, in particular the costs of transport, travel, labour and materials, if they are not increased by bringing the goods to a place other than the place of performance or the destination of a shipment undertaken by us unless the place is where the goods will be used according to designated use.

10. Cancellation of contract

You cannot give notification of cancellation of contract in accordance with Art. 49 paragraph 1a) of the United Nations Convention on contracts for the International Sale of Goods (CISG) (breach of significant contractual obligations) until you have set a reasonable time for us for subsequent performance

of an obligation derived from the contract or the CISG and that time has elapsed unsuccessfully. This shall not affect the rights of withdrawal stated in sections 3 and 4.

11. Compensation for damages, indemnification against liability

We are liable within the confines of the provisions of Article 74 ff. of the United Nations Convention on contracts for the International Sale of Goods (CISG) for damages that are not due to intentional or grossly negligent breach of contract by one of our lawful representatives or vicarious agents.

Within this context (Article 74 ff. of CISG) 2e are further liable for damages due to loss of life, bodily injury or damage to health resulting from intentional or negligent breach of contract by a lawful representative or vicarious agent.

Subject to the previous provisions, liability is excluded for damage resulting from an innocent or negligent breach of contract or an innocently or negligently committed tort by one of our lawful representatives or vicarious agents unless significant contractual obligations are violated, which ought to be observed to achieve the purpose of the contract or which arise from rightfully relying on special trust. In these exceptional cases as well, our liability is limited to foreseeable damages (Art. 74 page 2 of CISG) and requires at least negligent conduct on the part of one of our lawful representatives or vicarious agents. If the breach of contract is a serious one as defined by Art. 25 CISG, however, we are also liable for innocent conduct.

Liability according to the German Product Liability Act and liability derived from assuming a guarantee for the nature of an item or a risk of procurement are unaffected, as is liability from fraudulently concealing a defect. We are not liable to our customer for damage claimed against our customer by a third party according to a foreign law, if application of the law is clearly irreconcilable with the principles of German law (ordre public). This applies especially to claims for "punitive damages".

The stipulations above also apply in favour of our lawful representatives or employees in reference to claims made directly against them.

You agree to indemnify us against all claims of third parties resulting from applicable product liability regulations and from your conduct after the transfer of risk, for example the way in which the goods are presented, unless you have not acted at least negligently.

12. Limitation period

Any claim for defects under the purchase contract lapse one year after delivery of the item unless the claim is based on an intentional or negligent breach of contract, is derived from assuming a guarantee for the nature of an item, from fraudulently concealing a defect, or for damages resulting from loss of life, bodily injury or damage to health.

13. Retention of title

Goods delivered by us (hereinafter: goods subject to retention of title) remain our property until all obligations from our entire business relationship at the time the contract is signed (including the obligation derived from entering into this contract) have been fulfilled.

The goods subject to retention of title must be handled carefully and the required maintenance and inspection tasks must be performed at the customer's own costs. The goods subject to retention of title must also be adequately insured if it is standard and customary to insure them. You must notify us immediately of any change in ownership. In case of attachments or any other interventions by third parties, you are required to notify us without delay in writing. The customer shall be responsible for any costs of a complaint according to § 771 BGB. Working and processing of goods subject to retention of title by the customer is always undertaken in our name and on our behalf. The customer's contingent right to the item purchased continues in the new item. If goods subject to retention of title are worked or processed with objects that do not belong to us, we acquire co-ownership in the new item at a ratio of the value of the goods subject

to retention of title to the other objects processed. You are only permitted to resell goods subject to retention of title in the ordinary course of business, insofar as the claim you will acquire through the resale is not subject to any prohibition on assignment, and provided you are not in default with us. The same also applies to disposal of items in which we have acquired rights of ownership according to legal provisions (consolidation, etc.) or in accordance with this contract.

Claims from the resale of goods subject to retention of title (in the amount of the invoice total) are assigned to us for processing purposes. When the claim from a resale is transferred to a current account, the assignment shall be relative to the closing balance. We accept the assignment.

If the goods subject to retention of title are resold together with other goods not delivered by us to the customer, our claim from the resale shall be assigned at the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods for processing purposes. When such a claim from a resale is transferred to a current account, the assignment shall be relative to the closing balance. We accept the assignment.

After the assignment the customer remains entitled to collect the claim. We reserve the right to collect the claim ourselves, however, as soon as the customer has not properly met the payment obligations and falls into default.

If the customer is entitled to claim payment from third parties for use of the goods subject to retention of title (for example a contractual claim), the customer assigns this claim to us in the amount of the claim secured according to paragraph 1 for processing purposes. We accept the assignment.

In the event of conduct contrary to the contract on the part of the customer, especially late payments, we are entitled to withdraw from the contract and demand return of the goods (§ 449 paragraph 2 BGB).

14. Priority of the German contract text, applicable law and venue

All legal disputes arising from these Export GTCB shall be subject to German law.

All legal relations between you and us derived from this contract shall be subject exclusively to the laws of the Federal Republic of Germany (to the exclusion of the United Nations Convention on contracts for the International Sale of Goods [CISG]). If this selection of law does not result in applicability of the CISG, the validity of the provisions of the CISG are explicitly agreed to (taking into consideration the preceding provisions of this contract).

The exclusive jurisdiction of German courts is agreed for all litigation resulting from or in connection with this contract. In regard to local jurisdiction, the court responsible for the headquarters of Bürkle GmbH is agreed as the venue for all litigation resulting from or in connection with this contract (Lörrach Regional Court, Freiburg District Court, etc). However, we are also entitled to bring claims against you to your place of general jurisdiction.

15. Collecting, processing and using data

To meet today's demands for efficient company organisation, we collect, process and use personal and company-related data from our customers. Data will only be collected, processed and used if you voluntarily provide us with your data and to obtain credit information from third parties before entering into a contract (especially with first orders), to process existing contracts and to maintain customer relationships. You can revoke your consent for the use of your data by us for our internal advertising purposes with written notification. For further information about data protection, please read also our data protection notice at www.buerkle.de.

16. Partial invalidity

If a provision of this contract between you and us should be or become invalid in whole or in part, that shall not affect the validity of the remaining provisions.

Last update: 1 January 2023

Bürkle GmbH

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1. Scope of validity

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2. Exclusivity clause

All of our letters of intent, agreements and quotes are based on our GTCB. They become an integral part of the contract when the order is placed, when no response is received to our commercial order confirmation, or when the delivery is accepted. Differing, contradictory or supplementary general terms and conditions of business shall not become part of the contract, even if we are aware of them, unless their validity has been explicitly approved in writing.

3. Regarding our contractual obligations, condition of products

As an agreement on the condition of our products, only all product descriptions and manufacturer's specifications (e.g. on our website) that have expressly become part of our contract with you or have been made public by us at the time of the conclusion of the contract and have been expressly designated as binding shall apply.

We would like to deliver products that are always at the latest state of the art. Technical modifications are therefore unavoidable. We therefore reserve the right to make technical modifications as well as changes in shape, colour and weight to a reasonable degree that have no negative effect on the product's fitness for use. We are entitled to perform the service to be rendered in partial deliveries insofar as this is reasonable for you taking into account your interests, the partial performance can be used as intended and the remaining residual performance is not impossible as well as you do not incur any significant additional expenditure or additional costs as a result of the partial performance, unless we declare that we are willing to bear this additional expenditure or these costs.

4. Special obstacles to performance

The Covid 19 pandemic, the Russian-Ukrainian war, force majeure and other events unforeseeable at the time of the conclusion of the contract and for which we are not responsible (e.g. non-delivery, incorrect delivery or late delivery by pre-suppliers even though we have concluded a covering transaction in good time, disruption in the supply chain [i.e. at one of the steps at our home country or abroad which are necessary for the provision of our delivery or service, starting from the extraction of the raw materials up to the delivery to you], operational disruptions of all kinds, transport delays, strikes, lawful lock-outs, shortage of workforce, energy, primary products or raw materials, pandemics or epidemics, natural events, war, violence, official measures) and their respective consequences

- all of the above events hereinafter referred to as "Special Event" - may result in our not being able to provide our deliveries and services in accordance with the contract. If our delivery or performance is delayed or temporarily impeded due to a Special Event (e.g. in the case of the Covid 19 pandemic due to an infection protection regulation or infection-related plant closure or restriction at our company or at one of our pre-suppliers [in each case including the absence of employees due to regulations on their isolation or quarantine]), we shall immediately notify you of the Special Event and the existence of an impediment to performance resulting therefrom and its expected duration and our obligation to perform shall be suspended for the duration of such impediment to performance. In the event of such a postponement of our obligation to perform, your obligation to pay the purchase price for the postponed deliveries and services shall be postponed simultaneously.

If the particular event leads to an impediment to performance which is not of a temporary nature, we or you are each entitled to withdraw from the affected contract; an impediment to performance which is not of a temporary nature is deemed to be present if the impediment to performance lasts longer than three months. § 323 paragraph 4 to 6 BGB shall apply accordingly. Insofar as you have made an advance payment for deliveries and services affected by your withdrawal due to the Special Event, it is clarified that we will return this advance payment to you. In the event of a withdrawal due to a Special Event, claims to compensation for damages are excluded.

5. Foreign trade law

Our obligations to execute the contract are subject to opposition to fulfilment of the contract due to obstructions or restrictions stemming from applicable regulations of the foreign trade law (including embargos) of the Federal Republic of Germany, European Union or another country. We do not verify whether such opposing regulations might be in effect before entering into the contract, and we make no guarantee that such obstructions do not exist.

Upon our request, you will provide to us all the information and documents you have available which we will require to consider the relevant material in terms of foreign trade law. You warrant that the use of the goods by yourself as well as for any resale or disposal to third parties is not intended for the development, manufacturing or deployment of armaments, weapons or nuclear technology or in support of these activities. In the case of resale or other subsequent disposal of the goods, you are responsible for compliance with applicable foreign trade law, including embargo regulations of the Federal Republic of Germany and the European Union (EU), insofar as they would be opposed to a hypothetical direct delivery from us to the third parties. If you violate the foreign trade law regulations cited above, you indemnify us from all claims made against us resulting from such violations and from all disadvantages arising as a result, unless you have not acted at least negligently or the violation of the law is also attributable to negligent conduct on our part.

In case of delays due to applicable requirements of foreign trade law (especially requirements for approval) the service periods for services shall be extended and delivery dates postponed to allow for a reasonable inspection time for us (generally no more than two weeks) and the administrative processing time. If the impediment to providing the service is not just temporary, we and you are entitled to withdraw from the contract. Services already provided will be compensated mutually by both parties upon withdrawal. Claims to compensation for damages are excluded in this case.

5. Prices, processing and shipping costs

Prices are quoted in euros and apply "ex works" before packaging costs and sales tax.

In the event that prices of raw materials, energy or other supplier prices with respect to the goods to be delivered by us increase by more than 20% between the time of the conclusion of the contract and the agreed delivery date or the contractually compliant dispatch of the goods by us, we shall be entitled to increase the prices of the goods at our reasonable discretion, taking into account the price increase.

Avoid additional costs from small orders. Our primary concern is to provide services for you as quickly as possible, in the best quality and at favourable prices. The same principle also applies to small contracts. Costs are incurred in any business for processing an order that are independent of the cost of the order. Our operating costs are covered for orders with a value of goods greater than 50 euros (domestic), 100 euros (EU outside the Federal Republic of Germany) and 250 euros (non-EU countries). For orders below these values we calculate a processing surcharge of 10 euros (Germany), 20 euros (EU) and 30 euros (outside the EU). We ask for your understanding in this matter. You can also reduce your administrative costs by combining several small orders to form one order.

If we are responsible for shipping the goods, we ship deliveries of goods weighing up to 31 kg by parcel service, bulky goods excluded. We deliver package items weighing more than 31 kg, bulky goods or larger volumes through a freight forwarder. This ensures that you receive your order as quickly as possible and economically. We invoice you for costs resulting from transport and shipping as the actual costs incurred by us with the commercial invoice.

Within Germany we calculate € 9.50 postage charges plus sales tax per package up to 31 kg. Our shipping costs to other countries or freight forwarding costs are available on request. For further details on shipping costs, please read also "Payment and Delivery" at www.buerkle.de.

7. Payment, late payments, offsetting and right of retention

You can expect punctual delivery from us. We look forward to receiving your payment when due in euros, within 10 days at 2 % discount or without discount from the 11th through the 30 day, counted from the invoice date and at no cost. We reserve right to pass on the information you provide for us with your order to check your credit rating and if applicable make deliveries for cash in advance or payment on delivery. Our obligation to deliver is suspended as long as you are in default with a payment that is due. If we make partial deliveries, we are entitled to invoice partial deliveries. If we do not receive payment for an invoice, we will charge a fixed reminder fee of EUR 3,00 on the second reminder and any further reminder, unless you prove that a minor damage has occurred.

If several claims (including main and secondary claims) are still unpaid, the order in §§ 366 paragraph 2 and 367 paragraph 1 BGB is agreed as defining the repayment sequence for payments that are received.

You are only permitted to offset payments if your counterclaim is uncontested or has been recognised by declaratory judgement. In addition, you can only exercise your right of retention insofar as the counterclaim on which the right of retention is based derives from the same contractual relationship and is uncontested or has been finally judicially recognised.

8. Return shipments

We will issue you an exchange or credit memo for undamaged goods returned to us at your own cost, within 14 days and in their original packaging, if you notify us in advance of the return. However, we reserve the right to charge a proportional return processing fee.

9. Place of performance, transfer of risk

The place of performance for our and your contractual obligations resulting from or in connection with this contract is our headquarters in Bad Bellingen. If we are responsible for shipping the goods, the risk of accidental destruction or deterioration of the goods is transferred to you upon delivery of the goods to the freight forwarder, transport operator or other persons assigned to deliver the goods to you.

10. Duty to examine and notify of nonconformity; warranty against defects

The provisions of § 377 of the German Commercial Code regarding the purchaser's duty to examine and notify of nonconformity shall apply to goods, with a time limit for submitting complaints of 10 days from delivery for open defect and 10 days from discovery for hidden defects. Complaints must also be submitted in writing. It is sufficient to safeguard your rights, however, if you send off the notice of defect promptly. We are not entitled to appeal to the provision above if we fraudulently concealed the defect.

In the event a defect is present in a purchased good, we may decide at our reasonable discretion whether we will remedy the defect for the purchaser requesting subsequent performance or deliver a new item free of defects, unless we fraudulently concealed the defect, have undertaken a warranty for the characteristic affected by the defect or the manner of subsequent performance chosen by us would be unreasonable for you. We shall only be responsible for the expenditures required for the purpose of remedying the defect, in particular the costs of transport, travel, labour and materials, if they are not increased by bringing the goods to a place other than the place of performance or the destination of a shipment undertaken by us unless the place is where the goods will be used according to designated use. The provisions of this paragraph shall not apply in general insofar as you are able to make a claim against us based on §§ 445a, 445b BGB (seller's recourse in the supply chain).

11. Compensation for damages, indemnification against liability

We are liable for damage caused by an intentional or grossly negligent breach of contract by one of our lawful representatives or vicarious agents. The liability derived from a grossly negligent breach of contract by a vicarious agent who is not a senior executive is limited to compensation for foreseeable damages.

We are further liable for damages due to loss of life, bodily injury or damage to health resulting from intentional or negligent breach of contract by a lawful representative or vicarious agent.

Liability is otherwise excluded for damage resulting from a negligent breach of contract or a negligently committed tort by one of our lawful representatives or vicarious agents unless significant contractual obligations are violated, which ought to be observed to achieve the purpose of the contract or which arise from rightfully relying on special trust. In these exceptional cases our liability is limited to compensation for foreseeable damages.

Liability according to the German Product Liability Act and liability derived from assuming a guarantee for the nature

of an item or a risk of procurement are unaffected, as is liability from fraudulently concealing a defect. We are not liable to our customer for damage claimed against our customer by a third party according to a foreign law, if application of the law is clearly irreconcilable with the principles of German law (ordre public). This applies especially to claims for "punitive damages".

The stipulations above also apply in favour of our lawful representatives or employees in reference to claims made directly against them.

You agree to indemnify us against all claims of third parties resulting from applicable product liability regulations and from your conduct after the transfer of risk, for example the way in which the goods are presented, unless you have not acted at least negligently.

12. Limitation period

Any claim for defects under the purchase contract lapse one year after delivery of the item unless the claim is based on an intentional or negligent breach of contract, is derived from assuming a guarantee for the nature of an item, from fraudulently concealing a defect, or for damages resulting from loss of life, bodily injury or damage to health. This does not apply insofar as you can assert a claim against us in accordance with §§ 445a, 445b BGB (seller's recourse in the supply chain).

13. Retention of title

Goods delivered by us (hereinafter: goods subject to retention of title) remain our property until all obligations from our entire business relationship at the time the contract is signed (including the obligation derived from entering into this contract) have been fulfilled.

The goods subject to retention of title must be handled carefully and the required maintenance and inspection tasks must be performed at the customer's own costs. The goods subject to retention of title must also be adequately insured if it is standard and customary to insure them. You must notify us immediately of any change in ownership. In case of attachments or any other interventions by third parties, you are required to notify us without delay in writing. The customer shall be responsible for any costs of a complaint according to § 771 BGB. Working and processing of goods subject to retention of title by the customer is always undertaken in our name and on our behalf. The customer's contingent right to the item purchased continues in the new item. If goods subject to retention of title are worked or processed with objects that do not belong to us, we acquire co-ownership in the new item at a ratio of the value of the goods subject to retention of title to the other objects processed. You are only permitted to resell goods subject to retention of title in the ordinary course of business, insofar as the claim you will acquire through the resale is not subject to any prohibition on assignment, and provided you are not in default with us. The same also applies to disposal of items in which we have acquired rights of ownership according to legal provisions (consolidation, etc.) or in accordance with this contract.

Claims from the resale of goods subject to retention of title (in the amount of the invoice total) are assigned to us for processing purposes. When the claim from a resale is transferred to a current account, the assignment shall be relative to the closing balance. We accept the assignment.

If the goods subject to retention of title are resold together with other goods not delivered by us to the customer, our claim from the resale shall be assigned at the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods for processing purposes. When such a claim from a resale is transferred to a current account, the assignment shall be relative to the

closing balance. We accept the assignment.

After the assignment the customer remains entitled to collect the claim. We reserve the right to collect the claim ourselves, however, as soon as the customer has not properly met the payment obligations and falls into default.

If the customer is entitled to claim payment from third parties for use of the goods subject to retention of title (for example a contractual claim), the customer assigns this claim to us in the amount of the claim secured according to paragraph 1 for processing purposes. We accept the assignment.

In the event of conduct contrary to the contract on the part of the customer, especially late payments, we are entitled to withdraw from the contract and demand return of the goods (§ 449 paragraph 2 BGB).

14. Priority of the German contract text, applicable law and venue

All legal disputes arising from these domestic GTCB shall be subject to German law.

All legal relations between you and us derived from this contract shall be subject exclusively to the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on contracts for the International Sale of Goods (CISG).

If you are a merchant, legal entity of public law or a special fund under public law, the local jurisdiction of the court responsible for the headquarters of Bürkle GmbH is agreed as the venue for all litigation resulting from or in connection with this contract (Lörrach Regional Court, Freiburg District Court, etc).

If you move your headquarters outside the Federal Republic of Germany or if we have to deliver to an address outside the Federal Republic of Germany, even if you are not a merchant, legal entity of public law or a special fund under public law, the international jurisdiction of German courts for all litigation resulting from or in connection with this contract is agreed and the local jurisdiction of the court responsible for the headquarters of Bürkle GmbH (Lörrach Regional Court, Freiburg District Court, etc) is agreed as the venue. These jurisdictions are exclusive. However, we are also entitled to bring claims against you to your place of general jurisdiction.

15. Collecting, processing and using data

To meet today's demands for efficient company organisation, we collect, process and use personal and company-related data from our customers. Data will only be collected, processed and used if you voluntarily provide us with your data and to obtain credit information from third parties before entering into a contract (especially with first orders), to process existing contracts and to maintain customer relationships. You can revoke your consent for the use of your data by us for our internal advertising purposes with written notification. For further information about data protection, please read also our data protection notice at www.buerkle.de.

16. Partial invalidity

If a provision of this contract between you and us should be or become invalid in whole or in part, that shall not affect the validity of the remaining provisions.

Last update: 1 January 2023

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