

General Terms and Conditions of Sale, Delivery and Payment

§ 1

Scope

1. The following General Terms and Conditions of Sale, Delivery, and Payment apply exclusively to all contracts that we (Lindnerhof-Taktik GmbH, Isarring 3, 83661 Lenggries, Germany, represented by the managing directors Jakob Kolbeck and Paul Jennewein, registered in the commercial register of the Munich Local Court under HRB 191873) conclude with entrepreneurs, legal entities under public law or a special fund under public law within the meaning of § 310 (1) BGB (hereinafter referred to as customers).
2. These General Terms and Conditions of Sale, Delivery, and Payment shall also apply to all future transactions with the customer, insofar as these are legal transactions of a related nature.
3. These General Terms and Conditions of Sale, Delivery, and Payment apply exclusively. The customer's general terms and conditions apply only to the extent that we have expressly agreed to them in writing; this applies both to those that conflict with our General Terms and Conditions of Sale, Delivery, and Payment and to those that merely supplement our General Terms and Conditions of Sale, Delivery, and Payment.

§ 2

Conclusion of contract

1. The product offers presented on our website at www.lindnerhof-taktik.de and in our product catalog are subject to change and do not constitute offers in the legal sense. They are an invitation to the customer to submit a binding offer (a "request") to us. We do not maintain an online shop or online order form for the conclusion of contracts with entrepreneurs and public contractors (legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB)). We conclude contracts exclusively with customers within the meaning of Section 1 (1) and exclusively through individual communication by email, telephone, fax, or letter. Upon

receipt of an inquiry by email, telephone, fax, or letter, the customer submits a binding offer within the meaning of Section 145 BGB to conclude a purchase contract. After the inquiry, the customer will receive a corresponding offer from us in writing. The content of the order, including customer data and all contractual provisions, will be sent to the customer with the offer. A contract is only concluded when an order confirmation is sent or the goods are delivered, provided that the customer has previously accepted the offer made available to them in writing. In the event that the customer places an order with us directly without prior inquiry, a contract shall only come into effect upon sending an order confirmation or upon delivery of the goods. We shall store the contract text for our own purposes after conclusion of the contract. We will provide the customer with the contractual provisions, including these General Terms and Conditions of Sale, Delivery, and Payment, in writing after the customer has submitted their request, together with our offer and the order confirmation. In the event that the customer places an order with us directly without prior request, we will provide the customer with the contractual provisions, including these General Terms and Conditions of Sale, Delivery, and Payment, in writing together with the order confirmation.

2. For reasons of simplified readability, the wording in these General Terms and Conditions of Sale, Delivery, and Payment refers to the standard case of a prior inquiry from the customer, followed by an offer from us; however, these provisions shall apply analogously to orders placed directly with us by the customer without prior inquiry. In this context, the customer's order ("order") is to be equated with an inquiry in the sense of the above-mentioned standard case.
3. If a request from the customer is to be regarded as an offer within the meaning of § 145 BGB (German Civil Code), we may accept this offer within two weeks of receipt.
4. The characteristics of the delivery item specified in our respective offer sent to the customer (or, in the event that the customer places an order with us directly without prior inquiry: in our order confirmation) comprehensively and

conclusively define the properties of the delivery item (hereinafter referred to as “goods”).

5. The customer assures that all information provided by them in the request (e.g., name, address, email address, bank details, etc.) is true. We must be notified of any changes immediately.
6. The contract language is exclusively German. If the customer is provided with a translation of these General Terms and Conditions, the foreign-language version is for better understanding only; the German version of the General Terms and Conditions shall be the sole contractual content.
7. We only deliver our goods to customers within the Federal Republic of Germany and to customers in German-speaking countries.

§ 3

Prices, shipping costs, other costs

1. Unless otherwise agreed in writing, the prices stated in our price lists at the time of the inquiry apply ex works and do not include statutory sales tax. The prices stated there also do not include the costs of packaging and transport, insurance, customs duties, and other public charges.
2. Shipping costs shall be borne by the customer. Statutory sales tax, packaging and transport costs, as well as any insurance, customs duties, and other public charges shall be shown separately on the respective invoice. The customer shall be notified individually of any additional costs incurred in accordance with the above in each individual case upon request. In the event of partial deliveries, reference is made to Section 5 (1) of these Terms and Conditions.

§ 4

Payment

1. Payment shall generally be made at the customer's discretion either in advance to our account or cash on delivery. From the fourth order onwards, we offer our customers with appropriate creditworthiness the option of delivery against invoice payment. However, we reserve the right in all cases to make delivery only against cash on delivery (immediate payment on delivery) or advance payment. If, after conclusion of the contract, we become aware that payment of the purchase price is at risk due to the customer's inability to pay, we are entitled to demand payment in advance or, if we have set a deadline for payment of the purchase price without success, to withdraw from the contract. However, the customer has the right to avert these consequences by providing security.
2. If the customer makes use of the option to pay by invoice in accordance with paragraph 1, we may check the customer's creditworthiness after receiving the request. To this end, we may also commission third parties in compliance with data protection regulations (see § 10 of these terms and conditions). The customer agrees that, in order to check their creditworthiness for the respective order, the personal data of the customer required for the credit check may be transferred to the third party commissioned to carry out the credit check, in compliance with the statutory data protection requirements. For details of our data protection provisions, please refer to § 10 of these terms and conditions.
3. The purchase price is due without deduction upon delivery. The deduction of discounts is only permitted after special express agreement in writing. Unless otherwise agreed, the purchase price is payable within fourteen days of delivery.
4. During a delay in payment by the customer, we are entitled to charge default interest at a rate of 9 percentage points above the respective base rate (§ 247 BGB) per annum. We reserve the right to prove higher damages. Furthermore, in the event of default of payment by the customer, we reserve the right to charge the statutory default fee pursuant to § 288 (5) sentence 1 BGB in the amount of EUR 40.00.

5. In the event of default in payment or other apparent credit unworthiness, all further claims against the customer shall become due immediately.
6. We reserve the right to make reasonable price changes due to changes in wage, material, and distribution costs for deliveries made more than 4 months and one day after conclusion of the contract, unless a separate fixed price agreement has been made.
7. The customer shall only be entitled to set-off rights in respect of undisputed or legally established claims or claims that are disputed but ready for decision. Counterclaims arising from the same contractual relationship are expressly excluded from the aforementioned prohibition of set-off. The customer shall only be entitled to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.
8. The customer may only assign claims arising from a contract with us with our prior written consent.

§ 5

Delivery, transfer of risk upon shipment

1. We are entitled to make partial deliveries to a reasonable extent. If a partial delivery is made at our instigation, the customer shall not incur any additional shipping costs. Additional shipping costs shall only be charged in accordance with § 3 (2) if the partial delivery is made at the express request of the customer.
2. If the goods are shipped to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch to the customer, at the latest upon leaving the factory or warehouse. This applies regardless of whether the goods are shipped from the place of performance or who bears the freight costs.
3. Delivery shall be made within the period specified for the respective goods in the offer made to the customer in each individual case. The binding delivery date shall be communicated to the customer after the order has been placed by sending the order confirmation. The timely and proper fulfillment of the

customer's obligations is a prerequisite for the start of the delivery period specified by us, whereby we reserve the right to raise the defense of non-performance of the contract. The delivery period shall commence on the day after the payment is credited to our account in the case of payment in advance, or on the day after the conclusion of the contract in the case of cash on delivery or invoice payment. If the last day of the delivery period falls on a Saturday, Sunday, or a public holiday recognized by law at the place of delivery, the next working day shall take the place of the corresponding day.

4. If failure to meet deadlines is due to force majeure, e.g., mobilization, war, riots, natural disasters, or similar events beyond our control, e.g., strikes or lockouts, the deadlines shall be extended by the duration of the aforementioned event or its effects.
5. With regard to the customer's claims for damages due to delay in delivery, § 9 (4) of these provisions shall apply; with regard to the customer's claims for damages due to impossibility of delivery, § 9 (5) of these provisions shall apply.
6. In the event of unavailability of the ordered goods for reasons beyond our control due to force majeure (e.g., mobilization, war, riots, natural disasters, or similar) or similar events for which we are not responsible, such as strikes or lockouts, or late or incorrect delivery (including delivery of short quantities) by our (sub)suppliers, we reserve the right not to deliver. In this case, we undertake to inform the customer immediately of the unavailability of the ordered goods and to refund any consideration (payments) already received from the customer without delay.

§ 6

Unjustified non-acceptance, default of acceptance by the customer

1. In the event of unjustified non-acceptance of the goods or unjustified withdrawal by the customer, we may exercise our legal rights. If we demand compensation, this shall amount to a flat rate of 15% of the gross value of the delivery. The compensation shall be set higher or lower if we prove that the damage was greater or if the customer proves that the damage was less or that no damage was incurred at all.

2. If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims. If the conditions specified in sentence 1 are met, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the point in time at which the customer is in default of acceptance or payment.

§ 7

Retention of title

1. The delivered goods remain our property until all claims against the customer arising from the business relationship have been fulfilled. This also applies to all future deliveries, even if we do not always expressly refer to this.
2. The customer is obliged to treat the delivered goods ("reserved goods") with care as long as ownership has not yet been transferred to them. As long as ownership of the reserved goods in the customer's possession has not yet been transferred to the customer and insofar as maintenance and inspection work must be carried out on the goods, the customer must carry this out in good time at their own expense.
3. The customer is permitted to process or transform the goods subject to retention of title ("processing"); in this case, the customer's expectant right to the goods subject to retention of title shall continue to apply to the processed item (hereinafter referred to as "new goods"). Processing shall always be carried out on our behalf and for our account; however, if the value of the goods subject to retention of title belonging to us is lower than the value of the goods not belonging to us and/or the processing, we shall acquire co-ownership of the new goods in the ratio of the value (gross invoice value) of the processed goods subject to retention of title to the value of the other processed goods and/or the processing at the time of processing. Insofar as we do not acquire ownership of the new goods in accordance with the above, the contracting parties agree that the customer grants us co-ownership of the new goods in the ratio of the value (gross invoice value) of the goods subject to retention of title belonging to us to

that of the other processed goods at the time of processing. The preceding sentence shall apply mutatis mutandis in the event of inseparable mixing or combination of the goods subject to retention of title with goods not belonging to us. Insofar as we acquire ownership or co-ownership in accordance with this § 7 (Retention of Title), the customer shall store the goods or new goods for us with the care of a prudent businessman.

4. The resale of the goods subject to retention of title or the new goods is only permitted to resellers to their customers in the ordinary course of business and only on condition that payment of the equivalent value of the goods subject to retention of title (or, in accordance with paragraph 3, the new goods) is made to the customer. The customer must also agree with the buyer that the buyer only acquires ownership upon payment. In the event of the sale of the reserved goods or the new goods, the customer hereby assigns to us, by way of security, its claim against its buyer from the resale, including all ancillary rights, without the need for further special declarations; we hereby accept this assignment. The assignment applies including any balance claims and applies regardless of whether the goods subject to retention of title have been resold without or after processing. However, the assignment only applies to the amount corresponding to the price of the goods subject to retention of title invoiced by us (gross invoice value). The portion of the claim assigned to us is to be satisfied with priority.
5. If the customer combines the goods subject to retention of title or the new goods with real estate, he shall, without the need for further special declarations, also assign his claim to which he is entitled as remuneration for the combination in the amount corresponding to the price invoiced by us (gross invoice value) for the goods subject to retention of title. We hereby accept this assignment.
6. Until revoked, the customer is authorized to collect the claims assigned to us in accordance with this § 7 (Retention of Title); our authority to collect the claim under the conditions specified in sentence 3 remains unaffected by this. The customer shall immediately forward to us any payments made on the assigned claims up to the amount of the secured claim. If there are legitimate interests, in particular in the event of default in payment, suspension of payments, opening of insolvency proceedings, bill protest or justified indications of over-

indebtedness or imminent insolvency of the customer, we shall be entitled to revoke the customer's authority to collect and to collect the assigned claim ourselves. In addition, after giving prior notice and observing a reasonable period of notice, we may disclose the assignment of security, realize the assigned claims, and demand that the customer disclose the assignment of security to its customers.

7. If a legitimate interest within the meaning of paragraph 6, sentence 3 is substantiated, the customer must provide us with the information necessary to assert our interests against the purchasers and hand over the necessary documents.
8. During the existence of the retention of title, the customer is prohibited from pledging or transferring ownership of the reserved goods or new goods by way of security. The customer must notify us in writing immediately upon becoming aware of any access by third parties to the reserved goods or new goods. The customer shall be liable for all costs incurred in removing such access, in particular for the judicial and extrajudicial costs of bringing a third-party action, insofar as the reimbursement of the costs cannot be obtained from the third party concerned.
9. If the realizable value of all security interests to which we are entitled exceeds the amount of all secured claims by more than 10%, we shall release a corresponding portion of the security interests at the customer's request. It shall be assumed that the conditions of the preceding sentence are met if the estimated value of the securities to which the customer is entitled reaches or exceeds 150% of the value of the secured claims. The customer shall have the choice between different security interests when releasing them.
10. In the event of breaches of duty by the customer, in particular in the event of default in payment, we shall be entitled, if the legal requirements are met, to take back the goods subject to retention of title or new goods after issuing a corresponding declaration of withdrawal; the customer shall be obliged to surrender the goods in this respect. Our demand for the surrender of the goods

subject to retention of title or new goods does not constitute a declaration of withdrawal, unless this is expressly stated by us.

§ 8

Warranty, notification of defects, recourse/manufacturer recourse

1. The customer's warranty rights presuppose that he has duly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code).
2. The customer is obliged to notify us in writing of any obvious defects within fourteen days of delivery; timely dispatch of the notification within the deadline is sufficient to meet the deadline. The defects must be described in as much detail as possible by the customer.
3. The limitation period for claims and rights due to defects in the goods – regardless of the legal basis – is one year. Insofar as § 438 (1) No. 1 BGB (legal defects in immovable property), § 438 (1) No. 2 BGB (buildings and items for buildings), § 479 (1) BGB (right of recourse of the entrepreneur) or § 634a (1) No. 1 and No. 2 BGB (work whose success consists in the manufacture, maintenance, or modification of an item or in the provision of planning or monitoring services for this, as well as buildings or work whose success consists in the provision of planning or monitoring services for this), longer periods are mandatory by law, these periods shall apply.
4. The limitation periods specified in paragraph 3 shall also apply to all claims for damages against us in connection with the defect, regardless of the legal basis of the claim.
5. However, the limitation periods specified in paragraphs 3 and 4 shall always apply subject to the following proviso:
 - a. The limitation periods generally do not apply in the event of intent or fraudulent concealment of a defect or insofar as we have assumed a guarantee for the quality of the goods.

8. The above provisions shall apply mutatis mutandis to claims for damages not related to a defect; paragraph 3, sentence 1 shall apply to the limitation period; paragraph 5 shall remain unaffected.
9. Our liability for damages shall be governed additionally by § 9 (Liability for Damages) of these provisions.
10. The provisions in this section do not imply a change in the burden of proof to the detriment of the customer.
11. If, despite all due care, the delivered goods show a defect that already existed at the time of transfer of risk, we shall, subject to a timely notification of defects by the customer, either repair the goods or deliver replacement goods free of defects, at our discretion. The customer must always give us the opportunity to remedy the defect within a reasonable period of time. If we repair the goods, the repair shall only be deemed to have failed after the second unsuccessful attempt at repair. If the subsequent performance fails, the customer shall be entitled to reduce the remuneration or, if the liability for defects does not relate to construction work, to withdraw from the contract at its discretion. The statutory cases in which the setting of a deadline is not required shall remain unaffected. The above provisions in this paragraph shall not affect any recourse claims of the customer under §§ 478, 479 BGB (German Civil Code) without any restriction. The customer's right to claim damages in accordance with the statutory provisions and § 9 (Liability for damages) of these terms and conditions shall also remain unaffected.
12. Claims for defects shall not exist in the case of only insignificant deviations from the agreed quality or only insignificant impairment of usability, in the case of natural wear and tear or damage which occurs after the transfer of risk due to incorrect or negligent handling, overuse, unsuitable operating materials, or special external influences, or which are not assumed according to the purpose of the contract. If the customer or third parties commissioned by the customer or third parties acting with the customer's knowledge carry out improper modifications or repair work on the delivered goods, there shall also be no warranty claims for these and the resulting consequences. The above provisions

in this paragraph shall not affect any recourse claims of the customer pursuant to §§ 478, 479 BGB (German Civil Code).

13. If the customer reports a defect that does not exist according to our inspection or that of a third party commissioned by us, and if the customer was aware of the non-existence of the defect at the time of reporting or was mistaken about this due to gross negligence, the customer shall compensate us for the damage incurred as a result. The customer is entitled to prove that the reported defect does exist. Within the scope of the above provisions, we are in particular entitled to demand reimbursement from the customer for the expenses incurred by us, for example for the inspection of the item or the repair requested by the customer.

14. If the expenses necessary for the purpose of subsequent performance (in particular transport, travel, labor, and material costs) increase because the goods delivered by us have subsequently been moved to a location other than the customer's branch office, the customer's claims for these increased expenses shall be excluded in this respect; this shall not apply if the transfer of the delivered goods corresponds to their intended use. The application of § 478 BGB (entrepreneur's right of recourse) remains unaffected by this.

15. The customer shall only be entitled to any rights of recourse against us to the extent that the customer has not made any agreements with its customer that go beyond the legally mandatory claims for defects. Otherwise, paragraph 14 shall apply accordingly.

§ 9

Schadensersatzhaftung

Notwithstanding other statutory requirements for claims, the following exclusions and limitations of liability apply to our liability for damages:

1. We shall be liable in cases of intent or gross negligence on our part or on the part of a representative or vicarious agent of ours, as well as in cases of culpable injury to life, limb, or health in accordance with the statutory provisions. However, in cases of gross negligence, our liability is limited to the foreseeable damage typical for this type of contract, unless another of the exceptions listed in sentence 1 or sentence 3 of this paragraph also applies. Otherwise, we shall only be liable in accordance with the Product Liability Act and for damage to life, limb, or health, as well as for culpable breach of an obligation, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the contractual partner may regularly rely (so-called cardinal obligation), and insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the delivery item. However, in the event of slight negligence, the claim for damages for the breach of essential contractual obligations (so-called cardinal obligations, as above) is limited to the foreseeable damage typical for this type of contract, unless another of the exceptional cases listed in sentence 1 or sentence 3 of this paragraph also applies.
2. If we are liable for simple negligence in accordance with paragraph 1, our liability shall be limited to the damage that we could typically have expected to occur based on the circumstances known at the time the contract was concluded.
3. The provisions of paragraph 1 apply to all claims for damages (in particular for damages in addition to performance and damages in lieu of performance), regardless of the legal basis, in particular due to defects, breach of obligations arising from the contractual relationship or tort. They also apply to claims for reimbursement of futile expenses. However, liability for delay shall be determined in accordance with paragraph 4, and liability for impossibility of performance shall be determined in accordance with paragraph 5.

4. We shall be liable for delays in delivery in cases of intent or gross negligence on our part or on the part of a representative or vicarious agent of ours, as well as in cases of culpable injury to life, limb, or health in accordance with the statutory provisions. However, in cases of gross negligence, our liability is limited to the foreseeable damage typical for this type of contract, unless another of the exceptional cases listed in sentence 1 also applies. Outside the cases of sentences 1 and 2, our liability for damages due to delay, in addition to performance, shall be limited to an amount equal to 3% of the gross delivery value for each completed week of delay, but to a maximum of 15% of the gross delivery value in total, and for damages in lieu of performance (including compensation for futile expenses) to a total of 20% of the gross delivery value. Further claims by the customer for delay in delivery are excluded, even after expiry of any deadline set for us to perform. The limitation does not apply in the event of culpable breach of essential contractual obligations (so-called cardinal obligations, cf. paragraph 1). However, claims for damages for culpable breach of essential contractual obligations shall be limited to foreseeable damage typical for this type of contract, unless another case as described in sentence 1 also applies. The customer's right to withdraw from the contract in accordance with the statutory provisions remains unaffected. The above provisions do not imply a change in the burden of proof to the detriment of the customer.

5. We shall be liable in cases of impossibility of delivery in cases of intent or gross negligence on our part or on the part of a representative or vicarious agent of ours, as well as in cases of culpable injury to life, limb, or health in accordance with the statutory provisions. However, in cases of gross negligence, our liability is limited to the foreseeable damage typical for this type of contract, unless another of the exceptional cases listed in sentence 1 also applies. Outside the cases of sentences 1 and 2, our liability for damages and reimbursement of futile expenses due to impossibility of performance is limited to a total of 20% of the gross delivery value. Further claims by the customer due to impossibility of delivery are excluded, even after expiry of any deadline set for us to perform. The customer's right to withdraw from the contract in accordance with the statutory provisions remains unaffected. The above provisions do not imply a change in the burden of proof to the detriment of the customer.

6. Any further mandatory legal claims and rights of the customer due to a delay in delivery or impossibility of performance remain unaffected.
7. The above exclusions and limitations of liability shall also apply in favor of our employees, vicarious agents, and other third parties whom we use to fulfill the contract.
8. The above provisions shall in no case be construed as a change in the burden of proof to the detriment of the customer.

§ 10

Data protection

1. We collect and store the customer's data necessary for business transactions. We comply with the statutory provisions when processing the customer's personal data.
2. Upon request, the customer will receive information about the data stored about them at any time.
3. Further details can be found in the privacy policy, which is available at any time on our website at www.lindnerhof-taktik.de and to which full reference is made. This privacy policy is also sent to the customer with every offer within the meaning of § 2 (1) of these provisions and every order confirmation.

§ 11

Applicable law

These terms and conditions and all legal relationships between us and our contractual partners are governed by the laws of the Federal Republic of Germany, excluding the referral provisions of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).

§ 12

Final provisions

1. This contract contains all agreements made between the parties regarding the subject matter of the contract. There are no verbal side agreements.
2. The place of performance and exclusive place of jurisdiction for all disputes arising from this contractual relationship is our registered office, provided that the customer is a merchant, a legal entity under public law or a special fund under public law and unless otherwise stated in the order confirmation.
3. Should individual provisions of this contract be or become wholly or partially void or ineffective, this shall not affect the validity of the remaining provisions. Provisions of these terms and conditions that are not included or are ineffective shall be replaced by statutory law (§ 306 (2) BGB). If such statutory law is not available in the respective case (regulatory gap) or would lead to an unacceptable result, the parties shall enter into negotiations to replace the excluded or invalid provisions with a valid provision that comes as close as possible to the economic purpose of the invalid provision.

§ 13

Provider identification, address for service

Our address for service for complaints and other declarations of intent is:

Lindnerhof-Taktik GmbH
represented by the managing directors: Jakob Kolbeck, Paul Jennewein
Isarring 3
83661 Lenggries, Germany

Internet: www.lindnerhof-taktik.de

E-Mail: info.lht@mehler-systems.com

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Commercial register entry: Munich Local Court, HRB 191873

Competent chamber: Munich Chamber of Industry and Commerce

VAT identification number pursuant to Section 27 a) of the German VAT Act:
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