General Terms and Conditions

of

agriKomp GmbH, Energiepark 2, Merkendorf (version: 28/01/2021)

Art. 1 General, Application

1. Offers, deliveries and services of agriKomp are governed exclusively by these General Terms and Conditions (GTC). They shall also apply to any future business transactions, even if not expressly agreed upon. The GTC shall be considered accepted at the latest upon acceptance of the goods or services; confirmation by the customer is not required. Deviating conditions of the customer which are not expressly accepted in written form or in text form by agriKomp shall not be binding. The terms and conditions shown below shall also be applicable if agriKomp knows of conflicting or deviating conditions of the customer but executes his purchase order unconditionally.

2. The agriKomp offer is addressed exclusively to businesses / entrepreneurs.

Art. 2 Offer and Contract Conclusion

1. agriKomp offers are subject to confirmation. Purchase orders from customers require the confirmation of agriKomp to become legally effective. The confirmation is given either in text form or by delivery of the ordered goods or by the execution of the ordered service.

Art. 3 Scope of the Service and Delivery Obligation

1. Drawings, figures, measures, weights or other performance data are only binding if they have expressly been agreed on in writing. Construction changes which do not impair the contract object and changes to the external appearance may be performed without prior notice.

2. agriKomp may perform partial deliveries and provide partial services at any time if reasonable to the customer.

3. Additional deliveries and services are charged separately.

Art. 4 Price

1. Unless otherwise agreed, the prices shall be ex warehouse or ex works of the particular manufacturer. Additional costs to be added may include any packaging and shipping costs and the applicable Value Added Tax at the day of invoicing.

2. Prices quoted carriage paid shall be subject to the condition of unhindered traffic.

3. The prices of the initial transaction shall only apply to repeat orders if expressly agreed.

Art.5 Terms of Payment - Offset - Right of Retention

1. Unless otherwise agreed, agriKomp invoices shall be payable immediately upon receipt of the invoice without any deduction. agriKomp shall be entitled to first set off the customer's payments against older debts. In the event that any costs or interests have already been incurred, agriKomp shall have the right to first set off the payment against costs, then against interests and finally against the principal claim itself.

2. Bills of exchange and cheques shall only be accepted on account of performance; the costs of discounting and collection shall be borne by the customer.

3. Any payment shall only be deemed to have been effected when agriKomp can dispose of the sum. In case of payments through cheques or bills of exchange, payments shall only be deemed to have been effected once the cheque or bill of exchange has been cashed.

4. If the customer does not fulfil his payment obligations, in particular, in the case of dishonouring of a cheque or bill of exchange or if agriKomp obtains concrete indications that the customer is unworthy of credits or insolvent, agriKomp shall be entitled to make the entire remaining debt due for payment.

5. Offsetting based on any counterclaims of the customer shall be excluded. This shall not apply though to uncontested or legally effective claims of the customer.

6. The retention of payments based on any counterclaims of the customer shall be excluded. This shall not apply though insofar as these counterclaims result from the same contractual relationship.

Art. 6 Reservation of Title

1. Up until complete fulfilment of all claims, including any balance claims in the current account, which agriKomp holds against the customer, whether at present or in the future, any delivered goods (reserved title goods) shall remain agriKomp's property. Should the customer act in violation of the contract, for instance, default in payment, agriKomp shall have the right, after expiry of an adequate deadline, to take back the reserved title goods.

2. The customer is obliged to handle the reserved title goods with care and to insure them at his own expense against theft and damage caused by fire or water. Any necessary maintenance and service work shall be carried out by the customer in a timely manner and at his own expense.

3. If a third party intends to take hold of the reserved title goods, in particular by seizing, the customer shall inform such third party on agriKomp's property and notify agriKomp without delay so that agriKomp can assert its property rights. To the extent to which the third party is unable to reimburse agriKomp for the judicial and extra-judicial costs incurred in this connection, the customer shall be liable.

Art. 7 Period for Fulfilling the Contract, Delivery Delay

1. The dates and deadlines specified by agriKomp shall be non-binding, unless otherwise expressly agreed in text form.

2. The delivery time shall commence once all details of the execution have been clarified and both parties agreed on all terms of the transaction. Its compliance is subject to the contractual obligations of the customer, in particular, of the agreed terms of payment. Unexpected events beyond the sphere of influence of agriKomp, e.g. disruptions of operation, strike, lock-outs, expulsion - at its own factory or at the subcontractor's factory - and force majeure extend the delivery period to a reasonable extent even if such events occur during a delivery delay. The same applies if approvals by authorities or other third-party approvals required for the execution of deliveries and documents or other customer information required for the execution of the delivery are not received in due time and also if the purchase order is subsequently changed upon mutual consent.

3. In case that a delivery delay is the result of a culpable violation of a material contractual obligation on the part of agriKomp, agriKomp shall be liable in accordance with the legal regulations subject to the following Section 4.

4. The customer may demand in such cases lump-sum damages for every full week of delay in the amount of max. 0.5 percent of the delivery value, however, not more than max. 5 percent of the value of the delayed delivery in total.

Art. 8 Transfer of Risk - Shipment - Transport Insurance

In the case of sales shipment the risk of accidental deterioration and accidental destruction of the object of the contract shall be transferred to the customer once the consignment has been handed over to the person effecting the transport.

Insurance against transport damage shall only be taken out upon the customer's instructions and at the customer's costs.

The customer shall inspect delivered objects of sale immediately upon delivery, as far as this is suitable in accordance with the proper course of business, and, if a defect is found, he shall notify agriKomp immediately (Section 377 HGB). The customer shall bear the costs of the inspection and check of the goods. Claiming a detected defect shall only be considered made immediately if raised within 8 days from delivery.

Art. 9 Warranty

1. Warranty rights may be claimed by the customer on the condition that he properly fulfilled his obligations to check deliveries and to give notice of defects as stipulated in Section 377 HGB.

2. Defects shall be notified to agriKomp immediately in text form. Where movable goods are concerned, the respective parts have to be returned to agriKomp upon request.

3. Should the contract good contain a defect for which agriKomp bears responsibility, agriKomp shall be obligated to carry out subsequent performance or rectification, under exclusion of the customer's rights to withdraw from the contract or to reduce the purchase price unless agriKomp has the right to refuse subsequent performance or rectification on the basis of the statutory provisions. The customer shall grant an adequate period of grace for subsequent performance or rectification. As per agriKomp's choice, the elimination of the defect on the delivered good (rectification) or the delivery of a new good (subsequent performance) can be performed. agriKomp shall bear the necessary expenses in the case of subsequent performance or rectification provided that the expenses will not be increased because the contract object is at a different place than the place of performance.

4. The customer shall be entitled to assert further claims because of the defect only if the subsequent performance or rectification has failed. The subsequent performance or rectification shall be considered failed upon the second futile attempt, unless further subsequent performance or rectification attempts are adequate and reasonable to the customer considering the contract object. The customer's right to assert any further claims for damages remains unaffected by this.

5. Claims for defects cannot be asserted because of natural wear or damage which was caused after the transfer of risk due to improper or careless handling, excessive use, unsuitable operating material or adverse external influences not provided for by the contract Claims shall not be accepted for defects which occur as a consequence of improper modifications or repairs performed by the customer or a third party unless the customer can prove that the claimed defect had not been caused by these modifications or repairs.

6. The limitation period for claims and rights relating to defects - regardless of the legal ground - shall be one year. This provision does not apply

- to buildings or work services the outcome of which is the provision of planning or monitoring services for this purpose,
- to items that have been used for a building in accordance with their customary application and have given rise to its defectiveness,
- to claims for damages and claims for compensation of expenses of the customer
- if the seller has fraudulently concealed the defect and
- to the claim under a right of recourse in accordance with Section 478 BGB.

Art. 10 Liability

1. agriKomp shall be liable without limitation pursuant to the statutory provisions for loss of life, personal injury and damage to health due to a negligent or intentional breach of duty by agriKomp, its legal representatives or its vicarious agents, as well as for damage which is encompassed by the

liability pursuant to the German Product Liability Act and for damage caused by a wilful or grossly negligent violation of the contract or agriKomp's fraudulent intent or that of its legal representatives or vicarious agents.

2. agriKomp shall also be liable under this guarantee to the extent that a guarantee has been given relating to the quality and/or durability of the contract object or parts of it. agriKomp shall only be liable for damage due to the lack of the guaranteed quality or durability, but not caused directly on the goods, if the risk of such damage is clearly covered by the guarantee relating to the quality and durability.

3. agriKomp shall also be liable for damage caused by it due to slight negligence as far as the negligence relates to the violation of material contractual obligations.
This also applies to any claims for damages of the customer in lieu of performance.
Material contractual obligations are obligations which the contract imposes on agriKomp in accordance with its contents for reaching the contractual purpose, where the fulfilment of these obligations is essential for the proper execution of the contract and on whose compliance the customer may rely. However, agriKomp shall only assume liability to the extent that such damage is typically related to the contract and foreseeable.

4. Otherwise, any liability of agriKomp for damages - whatever the legal ground - shall be excluded. Insofar, agriKomp shall not be liable for damage not caused directly to the delivery object, such as lost profit, lost production, unlawful act and other damage to property of the customer.

5. If liability of agriKomp is excluded or limited, this shall also apply to the personal liability of its staff, vicarious agents or representatives.

6. The liability due to delivery delay is conclusively stipulated in Art. 7.

Art. 11 Refusal to Take Delivery of Purchased Objects - Customer’s Liability to Pay Damages

1. Should the customer fail to fulfil his obligation under the contract to accept delivery of the purchased object, and should he be in default of acceptance, agriKomp shall have the right to withdraw from the contract after a previous warning and to claim damages.

2. The amount of damages is in this case 10 % flat of the purchase price. The damages shall be set higher or lower if agriKomp proves higher damage or the customer proves lower damage.

Art. 12 Termination of Contracts for Work - Customer’s Liability to Pay Damages

1. If the customer terminates a contract whose object is the provision of work, and if the responsibility for the termination does not rest with agriKomp, agriKomp shall be entitled to a lump-sum compensation for work (right to damages) in the amount of 10 % of the contractually agreed gross sum of the order for the part of the work services not yet performed.

However, the customer remains free to demonstrate that agriKomp’s right to damages is lower or does not exist at all.

2. If agriKomp terminates the contract for cause due to culpable behaviour of the customer, agriKomp shall also be entitled to a lump-sum compensation for work (right to damages) in the amount of 10 % of the contractually agreed gross sum of the order for the part of the work services not yet performed.

However, the customer remains free to demonstrate that agriKomp’s right to damages is lower or does not exist at all.

3. If the contract is terminated in accordance with Section 1 or 2 after agriKomp has already provided partial services, agriKomp shall be entitled to contractually agreed compensation for the provided partial services. The lump sum in accordance with Section 1 or 2 shall then be calculated based on the remaining compensation for work after deducting the charged partial services.

Art. 13 agriKomp's Right to Withdraw from the Contract - Exceptional Circumstances and Force Majeure

1. In the case of unexpected events which have a gross effect on the economic weight or the contents of the performance or on the operation of agriKomp and in the case that the execution subsequently appears to become impossible, agriKomp shall be entitled to withdraw from the contract in whole or in part.

2. The customer may not claim damages due to such a withdrawal. If agriKomp wishes to make use of its right to withdraw, it is obliged to notify the customer about this once it sees the impact of this event. This shall also be applicable if an extension of the contract period has initially been agreed with the customer.

Art. 14 Place of Performance and Jurisdiction

1. The place of performance for delivery and service for all obligations and disputes under the contract shall be the principal place of business of agriKomp (Merkendorf).

2. The place of jurisdiction for all disputes arising from this contract or in connection with it shall be Ansbach.

Art. 15 Choice of Law

1. The performance of this contract shall exclusively be subject to the laws of the Federal Republic of German. The language of the contract shall be German.

2. If the General Terms and Conditions are provided in two languages, the German version shall take priority in the case of doubt.

3. The application of the Uniform Law on the International Sale of Goods and of the Law for the Formation of Contracts for the International Sale of Goods is excluded.