
GENERAL TERMS AND CONDITIONS OF BUSINESS AND DELIVERY OF STAKPURE GMBH

1. Scope of application

1.1. These General Terms and Conditions of Business and Delivery (GTC) apply to the business relationship between STAKPURE GmbH, represented by the managing directors Alexander Albrecht, Jörg Groß and Danny Schmidt, Auf dem Kesseling 11, 56414 Niederahr (hereinafter referred to as "STAKPURE") and the customer

2. Subject matter of the contract

2.1. The subject matter of the contract is set out in these GTC and in the provisions set out in the service descriptions and price lists. These regulate the services and work performed by STAKPURE.

2.2. Deviating regulations must be in writing. The assumption of a guarantee for certain properties (quality) also requires written confirmation by STAKPURE to be effective.

2.3. The customer's general terms and conditions shall not become part of the contract, even if they are attached to requests for quotations, orders, declarations of acceptance, etc. and are not contradicted.

3. Contracts and offers

3.1. Subject to a separate provision, the contract is concluded when STAKPURE submits an offer and the customer accepts it in text form, at the latest when STAKPURE provides the service.

3.2. From a contract volume of € 5000, the contract must be concluded in writing. The corresponding contract must be signed by at least one managing director of STAKPURE and one managing director of the customer.

3.3. Delivery and performance dates or deadlines stated in the contracts are only binding if they have been designated as binding by STAKPURE in text form.

3.4. The products contained in advertisements, documentation, brochures and similar writings do not constitute a guarantee for the quality of the item or that the item will retain a certain quality for a certain period of time. The assumption of a guarantee (durability guarantee) requires an express written agreement.

3.5. All offers from STAKPURE are non-binding, unless expressly stated otherwise in the offer.

4. Prices and terms of payment

4.1. Invoices are payable plus statutory VAT within 14 days or a separately agreed discount period after the due date

and receipt of the same or an equivalent request for payment. The obligation to pay shall exist following a corresponding request even if the invoice verification has not yet been completed. In this case, payment shall be made subject to reclaim and any overpaid amounts shall be reimbursed following a corresponding audit.

4.2. Invoices shall be issued in euros. If prices have been agreed in another currency, the exchange rate of the European Central Bank (ECB) valid on the day of invoicing shall be used for the conversion. The customer shall bear the risk of exchange rate fluctuations between the time of service provision and invoicing.

4.3. In the case of lump sums, invoices are issued after acceptance or after STAKPURE has provided the service in accordance with the contract. If a payment plan has been agreed, payment shall be made after fulfillment of the respective milestones.

4.4. STAKPURE prepares weekly activity reports for services for which remuneration is agreed on a time basis.

4.5. If no provision is made in the individual contract regarding the amount of remuneration, STAKPURE's current price list at the time the individual contract is concluded shall apply.

4.6. Price changes are permissible if there are more than six months between the conclusion of the contract and the agreed delivery date. If wages, material costs or market cost prices increase thereafter until completion of the delivery, STAKPURE is entitled to increase the price appropriately in accordance with the cost increases. The customer is only entitled to withdraw from the contract if the price increase significantly exceeds the increase in the general cost of living between order and delivery. If the customer is a merchant, a legal entity under public law or a special fund under public law, price changes are permitted if there are more than six weeks between the conclusion of the contract and the agreed delivery date.

4.7. The customer is only entitled to offset if the counterclaim for offsetting is undisputed or has been legally established. A right of retention can only be based on counterclaims that are based on the same contractual relationship as STAKPURE's payment claims.

4.8. If the customer does not pay as agreed, STAKPURE shall be entitled to demand default interest in the amount of 9 percentage points above the base interest rate pursuant to Section 247 BGB from the due date. In this case, STAKPURE is also entitled to suspend all services across all projects. In such cases, there is no longer an

obligation to deliver. Further compensation for interest damages by STAKPURE is not excluded if appropriate evidence is provided.

4.9. Non-compliance with the terms of payment or circumstances which are likely to reduce the creditworthiness of the customer shall result in all claims of STAKPURE becoming due immediately. In this case, STAKPURE is also entitled to suspend all services across all projects. Here, too, there is then no longer any obligation to deliver. In the case of long-term delivery relationships, STAKPURE is entitled to make further delivery dependent on an advance payment or payment guarantee and, after setting a reasonable grace period, to withdraw from the contract and/or to demand compensation for non-performance.

4.10. For all deliveries, in particular device configurations and custom-made products, whose delivery value is greater than € 15,000.00, STAKPURE is entitled to demand an advance payment of one third of the agreed price when the order is placed, a further third upon completion and the remaining amount after delivery. If STAKPURE becomes aware of facts after conclusion of the contract, in particular default of payment with regard to earlier services, which, according to due commercial discretion, indicate a significant deterioration in the customer's financial situation, STAKPURE is entitled to demand advance payment or corresponding securities and, in the event of refusal, to withdraw from the contract, whereby the costs for partial deliveries already made shall become due immediately.

5. Shipping and transfer of risk

5.1. The shipping route and means are at STAKPURE's discretion. The same shall apply to packaging, which shall be carried out in accordance with production, transportation and environmental aspects. The goods shall be insured at the customer's request and expense. The risk shall pass to the customer when the goods are handed over to a forwarding agent or carrier, but at the latest when they leave the warehouse.

5.2. In the case of delivery with installation and assembly, the risk shall pass upon acceptance at the customer's premises, insofar as trial operation has been agreed, after faultless trial operation. It is assumed that the trial operation or takeover at the customer's premises immediately follows the operational installation or assembly.

5.3. If the customer does not accept the offer of a trial run or acceptance at its own premises, the material risk for the period of delay shall pass to the customer after 14 calendar days have elapsed since this offer. If the customer refuses acceptance, STAKPURE shall be entitled to withdraw from the contract and to claim damages in

lieu of performance in the amount of 25 % of the order value.

5.4. If dispatch, delivery or the start or performance of installation or assembly is delayed at the customer's request or for reasons for which STAKPURE is not responsible, the risk shall pass to the customer from the time the delay occurs.

6. Packaging and disposal

6.1. If the return of disposable packaging is considered, it must be returned to STAKPURE "free point of sale". Return is excluded for packaging for which a dual waste disposal system ("Green Dot") has been set up and recognized by the competent authority. A return of packaging material is also excluded if STAKPURE uses a suitable disposal company for the disposal. In this case, the customer is obliged to keep the packaging material ready and hand it over to the disposal company.

6.2. If STAKPURE agrees with the customer that he waives his right to return the packaging in return for a flat-rate disposal fee, the customer is obliged to hand over the used packaging to a recognized disposal company that guarantees proper disposal in accordance with the provisions of the Packaging Ordinance.

6.3. Unless expressly agreed otherwise in writing, the customer assumes the obligation to properly dispose of the goods and equipment delivered by STAKPURE at its own expense in accordance with the relevant statutory provisions after the end of use. The customer shall indemnify STAKPURE from a possible statutory take-back obligation as manufacturer and from any related third-party claims.

7. Purchase/works supply contracts

7.1. STAKPURE shall initially provide warranty for defects in the goods at its discretion by repair or replacement. The statutory provisions shall apply, unless otherwise specified below.

7.2. Furthermore, the customer's claims for defects presuppose that he has complied with his statutory inspection and notification obligations (Sections 377, 381 HGB). In the case of building materials and other goods intended for installation or other further processing, an inspection must always be carried out immediately before processing. If a defect becomes apparent upon delivery, inspection or at any later point in time, STAKPURE must be notified immediately in text form. In any case, obvious defects must be reported in text form within 5 working days of delivery and defects not recognizable during the inspection must be reported in text form within the same period from discovery. If the customer fails to properly inspect and/or report defects, STAKPURE's liability for the defect not reported or not

reported in time or not reported properly is excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, the customer shall in particular have no claims for reimbursement of corresponding costs ("removal and installation costs"). Timely dispatch of the notice of defects shall suffice to meet the deadline. The customer shall bear the full burden of proof for all claim prerequisites, in particular for the defect itself, for the time of discovery of the defect and for the timeliness of the notice of defect.

7.3. In principle, only the product description of the manufacturer or STAKPURE shall be deemed to be the agreed quality of the goods. Public statements, promotions or advertising by the manufacturer do not constitute a contractual description of the quality of the goods. The customer does not receive any guarantees in the legal sense from STAKPURE. Manufacturer warranties granted by third parties remain unaffected by this.

7.4. In the case of goods with digital elements or other digital content, STAKPURE is only responsible for providing and, if necessary, updating the digital content if this is expressly stated in a quality agreement. STAKPURE assumes no liability for public statements made by the manufacturer or other third parties in this respect.

8. Contracts for

8.1. Acceptance for work services

8.1.1. In the case of work services, STAKPURE may provide partial deliveries or partial services for acceptance (partial acceptance). This applies in particular to self-contained service phases and self-contained and thus functional partial services.

8.1.2. The customer shall carry out and declare any acceptance (partial acceptance) of the services provided by STAKPURE immediately upon request by STAKPURE. STAKPURE is entitled to participate in each acceptance. If further acceptances are required after the first acceptance, the customer shall bear the costs incurred for carrying them out, unless the necessity of the additional acceptance is due to a defect or a breach of duty by STAKPURE.

8.1.3. If no notice of significant defects is given within 14 calendar days or - if applicable - within a period agreed for acceptance after provision for acceptance (partial acceptance), or if the customer takes over the work results in its productive operation, acceptance shall be deemed to have taken place.

8.2. Material defects and defects of title in work performance

8.2.1. Natural wear and tear is excluded from the warranty in all cases.

8.2.2. The customer's rights due to defects and damages shall become statute-barred one year after acceptance of the work. The short limitation period does not apply if STAKPURE can be accused of at least gross negligence, as well as in the case of physical injury and damage to health attributable to STAKPURE or in the event of loss of life of the customer or its employees or persons employed by the customer. STAKPURE's liability under the Production Act also remains unaffected.

8.2.3. STAKPURE does not agree a guarantee in the legal sense with its customers.

9. Service contracts

9.1. Term and termination of service contracts

9.1.1. Unless a one-off provision of services is owed or a shorter duration has been agreed, the service contract is initially concluded for a maximum duration of two years or, in the case of maintenance contracts, for a maximum duration of four years. Beyond this period, the contract shall be extended by half a year for wearing parts and one year for spare parts, unless the contract has been terminated by one party. Notice of termination may be given three months before expiry of the current contract term.

9.1.2. The right to terminate the contract for good cause remains unaffected.

9.1.3. STAKPURE shall provide warranty for defects in the service upon request by the customer by means of subsequent performance. The customer's rights due to defects or to compensation expire six months after provision of the services or expiry of the service period. The short limitation period does not apply if STAKPURE can be accused of at least gross negligence, or in the event of physical injury or damage to health attributable to STAKPURE, or in the event of loss of life of the customer or its employees or persons employed by the customer.

9.2. STAKPURE shall provide the agreed services in accordance with the state of the art, unless otherwise specified in the specifications. STAKPURE shall perform all services carefully and by professionally qualified employees. STAKPURE is entitled to use employees or subcontractors to provide the services at its own discretion. Irrespective of the place of performance, these are not subject to the supervision and instructions of the customer and do not enter into an employment relationship with the customer. In particular, STAKPURE continues to bear full responsibility for the fulfillment of its contractual obligations. The subcontractors are not authorized to accept or issue declarations of intent on behalf of STAKPURE. If employees are named (e.g. in an individual contract), this is done according to the

respective level of knowledge and planning at the time the contract is concluded. Should it become necessary to replace employees, STAKPURE shall ensure that they have comparable qualifications. The customer may demand the replacement of employees for good cause. In this case, the costs of training a new employee shall be borne by the customer.

9.3. Change request

9.3.1. If the customer wishes to change its requirements/scope of services, STAKPURE will examine the change request and submit a corresponding offer to the customer. STAKPURE may refuse to carry out a change request from the customer if the change is not feasible or if STAKPURE cannot reasonably be expected to carry it out within the scope of its operational capacity or for other reasons.

9.3.2. For the examination of a change request and for the preparation of a supplementary offer, STAKPURE may, in the absence of other agreements, demand remuneration from STAKPURE on a time and material basis in accordance with the current price list. Unless otherwise agreed in the supplementary contract, agreed execution periods shall be extended by the number of calendar days on which the contractual work had to be interrupted due to the change request, as well as by a reasonable restart time.

10. Duties and obligations of the customer

10.1. The customer shall ensure that all necessary provision and cooperation services are provided on time, to the required extent and free of charge for STAKPURE.

10.2. The customer shall provide STAKPURE's employees with all necessary support during their work at the customer's premises.

10.3. This support includes, among other things, that the customer:

- a) ensures that the customer itself or a qualified employee is available at the place of performance to provide support,
- b) ensures for the benefit of STAKPURE's employees that its provisions comply with occupational health and safety regulations,
- c) provides STAKPURE employees with the information required for their activities in a timely manner
- d) provide STAKPURE's employees with sufficient and appropriate working space, including work equipment, insofar as they have to be at the customer's premises to fulfill the contract, and
- e) provides the employees with the necessary electricity, water and heating.

10.4. If the customer does not provide a required cooperation service, does not provide it on time or does not provide it in the agreed manner, the resulting

consequences (e.g. delays, additional expenses) shall be borne by the customer. If cooperation services to be provided by the customer are provided by STAKPURE as a substitute after the fruitless expiry of a reasonable deadline set for this purpose, in the event of imminent danger also without setting a deadline, the resulting additional expenses shall also be remunerated depending on the expenses incurred. STAKPURE's further claims remain unaffected.

10.5. STAKPURE and its vicarious agents shall be indemnified against all claims of third parties which are based on an unlawful use of the copyrighted services by the customer or which are made with the customer's approval or which arise from data protection or other legal disputes associated with the use of the service.

10.6. The customer must report defects with a comprehensible description of the defects in text form and, as far as possible, hand over records to be prepared in text form or other documents illustrating the defects.

10.7. The customer must notify STAKPURE of obvious errors, typographical, printing and calculation errors. In this respect, STAKPURE expressly reserves the right to make corrections. The erroneous provisions are not binding for STAKPURE. Unless otherwise agreed, the documents belonging to the offer, such as illustrations, drawings, calculations, weights and dimensions, are only approximate. Such information, in particular also such information on the performance and usability of the delivered products as well as DIN standards, shall only be deemed to indicate certain characteristics within the meaning of Section 434 BGB if STAKPURE expressly confirms this in writing.

11. Materials and tools

11.1. If the customer provides materials or tools as part of STAKPURE's performance, these must be provided to STAKPURE free of charge. If the customer does not comply with STAKPURE's request to collect its materials and tools, or if more than six months have passed since delivery, STAKPURE is not obliged to store them any further.

11.2. The costs for maintenance, modification and replacement of these materials and tools shall be borne by the customer insofar as they are subject to normal wear and tear.

11.3. The customer is liable for the correct construction and the design of the materials and tools to ensure the intended use.

11.4. STAKPURE is not obliged to check the conformity of the materials and tools provided, taking into account any drawings that may also be enclosed.

11.5. The storage or safekeeping of materials and tools shall only be carried out against reasonable payment by the customer to STAKPURE.

11.6. If materials and tools are manufactured or procured by STAKPURE on behalf of the customer, the share of costs or cost allowance incurred for this shall be invoiced in addition to the agreed prices. The tools remain the property of STAKPURE even after completion of the order. They shall be used exclusively for deliveries to the customer for the duration of the order as long as the customer fulfills its obligations to STAKPURE.

11.7. If orders are placed according to drawings or other information provided by the customer, the customer shall indemnify STAKPURE against all claims of third parties, in particular due to any infringement of copyright or other industrial property rights of third parties. STAKPURE's own drawings and documents which are handed over to the customer, as well as suggestions for an advantageous design and manufacture of the goods ordered, may not be passed on to third parties. If STAKPURE has reason to believe that the customer will pass on these instructions and drawings to third parties, STAKPURE may demand the return of the drawings at any time. The customer shall be liable to STAKPURE for all damage caused by the unauthorized disclosure of the notes and drawings.

11.8. STAKPURE shall not be liable for defects and errors caused by tools, drawings, technical instructions or assembly instructions provided by the customer.

12. Retention of title

12.1. Ownership of the delivered goods remains reserved until all claims arising from the business relationship with STAKPURE have been fulfilled. Any processing shall be carried out by the customer for STAKPURE. The processed goods shall be deemed reserved goods within the meaning of these provisions.

12.2. The customer is entitled to sell the reserved goods in the ordinary course of business. He is prohibited from disposing of the goods in any other way.

12.3. The customer assigns to STAKPURE in advance all claims to which the customer is entitled from the resale or for other legal reasons. If the goods subject to retention of title are sold together with other items not owned by the customer, or if the goods subject to retention of title are used as material in the execution of work contracts, the assignment shall only apply in the amount of the invoice value of the goods subject to retention of title. In addition, the customer assigns all its rights arising from its own retention of title to a third party purchaser to the extent that STAKPURE still has retained title in favor of STAKPURE. This also includes the objects that form a new object of retention of title vis-à-

vis the third party purchaser through combination and mixing.

12.4. The customer is authorized to collect the assigned claims. Upon request, he must notify the debtor of the assignment.

12.5. The customer must notify us immediately of any imminent or completed access by third parties to the reserved goods or to the assigned claims. The customer shall bear the costs of these measures.

12.6. The customer's authorization to dispose of the goods subject to retention of title and to collect the assigned claims shall expire in the event of non-compliance with the terms of payment and in the event of bill and cheque protests. In this case, STAKPURE is entitled to take possession of the reserved goods. The costs arising from this shall be borne by the customer.

12.7. If the value of the security provided to STAKPURE exceeds the customer's claim by more than 20 %, STAKPURE is entitled to release the security at the customer's request and at the customer's discretion.

13. Liability

13.1. STAKPURE shall always be liable to the customer

- a) for damages caused intentionally or through gross negligence by it, its legal representatives or vicarious agents,
- b) under the Product Liability Act and
- c) for damages resulting from injury to life, body or health for which STAKPURE, its legal representatives or vicarious agents are responsible.

13.2. STAKPURE shall not be liable for slight negligence unless it has breached a material contractual obligation, the fulfillment of which is essential for the proper performance of the contract or the breach of which jeopardizes the achievement of the purpose of the contract and on the observance of which the customer may regularly rely. This liability is limited to the foreseeable damage typical for this type of contract in the case of property damage and financial loss. This also applies to loss of profit and loss of savings. Liability for other remote consequential damages is excluded. If a one-off payment is agreed, liability for property damage and financial loss is limited to 10 % of the net order volume per damage event and for all damage within a contract year to 25 % of the net order volume. If recurring remuneration is agreed, liability for property damage and other damage is limited to 10 % of the net annual fee per damage event and to 25 % of the net annual fee for all damage within a contract year. STAKPURE and the customer may agree on further liability against separate remuneration upon conclusion of the contract. A separately agreed liability amount shall take precedence. In addition and with priority, STAKPURE's liability for

slight negligence - regardless of the legal grounds - is limited to a total of € 2 million.

13.3. STAKPURE is not liable for damages resulting from business interruptions or other consequential damages caused by simple negligence, unless it is a breach of essential contractual obligations. In this case, STAKPURE shall only be liable for foreseeable damage typical for the contract. In particular, STAKPURE shall not be liable for loss of profit, business interruption, loss of data or other consequential damages resulting directly or indirectly from a business interruption. The exclusion of liability does not apply to damages caused by intentional or grossly negligent behavior or to damages resulting from injury to life, limb or health. In the event of a business interruption, the customer undertakes to take all reasonable steps to minimize the damage. STAKPURE accepts no liability for damage caused by failure to minimize damage.

13.4. If reference samples are produced and sent to the customer for testing, STAKPURE shall only be liable for ensuring that the delivery is carried out in accordance with the reference sample, taking into account any corrections.

13.5. The customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if STAKPURE is responsible for the breach of duty. A free right of termination of the customer (in particular pursuant to Sections 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences shall apply.

13.6. The warranty is excluded if the product (system, plant) is improperly installed, maintained, used, repaired, modified or operated in an environment that does not meet STAKPURE's installation requirements by the customer or third parties commissioned by the customer. To this end, STAKPURE will specify in detail what the quality of the water (temperature, salt content, etc.) must be at all times. If, after checking a complaint, it is determined that a warranty case does not exist, the costs of the inspection and repair will be charged at the applicable customer service price conditions. If the system lacks a quality guaranteed in writing at the time of the transfer of risk, the customer shall be entitled to withdraw from the contract.

14. Safety regulations

14.1. Attention is drawn to the obligation to observe the relevant safety regulations, such as the accident prevention regulations. Insofar as safety regulations exist in the customer's country for deliveries abroad, in particular for the approval, maintenance and handling of the delivery items, the customer alone is obliged to

comply with these. The customer is obliged to indemnify STAKPURE from all claims arising from such regulations.

14.2. In the event of a complaint, the goods must - as far as possible - be returned carriage paid, whereby STAKPURE will repair or replace the goods free of charge within the warranty period if they have become defective as a result of material or manufacturing faults.

14.3. If only a single part of STAKPURE's products and systems needs to be replaced, STAKPURE may demand that the Customer replaces this part of the system itself, which STAKPURE will make available to the Customer, if the costs of sending a technician are disproportionately high.

15. Data protection

STAKPURE hereby informs the customer that STAKPURE processes the personal data obtained in the course of the business relationship in accordance with the provisions of the Federal Data Protection Act and the General Data Protection Regulation (GDPR). STAKPURE refers to the information on data processing provided to the customer upon conclusion of the contract.

16. Force majeure

16.1. STAKPURE is not liable for events of force majeure that make it significantly more difficult for STAKPURE to perform the contract, temporarily hinder the proper execution of the contract or make it impossible. Force majeure includes all circumstances independent of the will and influence of the contracting parties, such as natural disasters, pandemics, government measures, official decisions, blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks, strikes, lockouts and other labor unrest, confiscation, embargoes or other circumstances that are unforeseeable, serious and beyond the control of the contracting parties and occur after the conclusion of this contract.

16.2. Insofar as one of the contracting parties is prevented from fulfilling its contractual obligations due to force majeure, this shall not be deemed a breach of contract and the deadlines specified in the contract or on the basis of the contract shall be extended appropriately in accordance with the duration of the hindrance. The same applies if STAKPURE is dependent on the advance performance of third parties and this is delayed due to force majeure.

16.3. Both STAKPURE and the customer shall do everything in their power that is necessary and reasonable to mitigate the extent of the consequences caused by the force majeure. The party affected by the force majeure shall immediately notify the other party in text form of the beginning and end of the hindrance.

17. Place of fulfillment and jurisdiction

17.1. The place of fulfillment and jurisdiction is Niederahr.

17.2. All legal relationships with STAKPURE shall be governed by German law to the exclusion of UN law.

18. Final provisions

18.1. Should any of the above provisions be invalid in whole or in part, the remainder of the contract concluded on the basis of these General Terms and Conditions shall remain valid. STAKPURE and the customer undertake to conclude a valid agreement that comes as close as possible to the invalid provision in economic terms. Insofar as provisions have not become part of the contract or are invalid, the content of the contract shall be governed by the statutory provisions.

18.2. All agreements, ancillary agreements, assurances and subsequent amendments to the contract as well as amendments to these terms and conditions are only effective if they are recorded in text form.

18.3. Unless this agreement expressly prescribes the text form or a stricter form, notifications by e-mail are also sufficient for compliance with the text form. Until STAKPURE notifies the customer otherwise in writing, these must be sent to STAKPURE at the following email address: info@stakpure.com. Upon receipt of the first e-mail, the customer shall inform STAKPURE to which e-mail addresses STAKPURE's declarations are to be sent. If a corresponding declaration is not received within 7 days of STAKPURE's first email, STAKPURE may assume that all of the customer's email addresses are authorized to receive declarations of intent.