

**Conditions of sale and delivery of the company EHRLE GmbH,
Industriestraße 3, 89165 Dietenheim for corporate business (B2B)**

The following General Terms and Conditions apply to (all) legal transactions of EHRLE GmbH (hereinafter referred to as EHRLE) in which EHRLE is the seller of goods, in the course of entrepreneurial business unless an individual agreement deviating from these provisions has been made. Terms and conditions of the contractual partner are generally rejected and are not recognised.

1. Offer, order placement, order confirmation

Our offers are generally non-binding. In the case of a written or verbal order, the customer is bound to his contractual offer for 14 days. An order is accepted if it is confirmed by us in writing and/or by fax or e-mail or if we have delivered it.

All information, dimensions, values, conditions of use and other contents contained in brochures, catalogues, websites and other documents are theoretical approximate values and are only binding upon written confirmation and only to the extent that we were able to determine them on the basis of the available documents. Brochures are generally valid in their current version at the time of the conclusion of the contract. In this respect, minor deviations in colour and/or form customary in the trade are in accordance with the contract, provided that they do not impair the functionality and are not unacceptable visually.

If documents, samples and/or other information are transmitted or passed on within the scope of the business relationship, these are protected by copyright. All copyrights belong to the company EHRLE.

Our customers assure to treat the aforementioned objects and information as strictly confidential, not to copy, reproduce, pass on or distribute them without the written consent of EHRLE, not to reproduce them or make them accessible to third parties in any other way and/or to inform third parties of them in any other way. Any use of the protected documents, objects and other information without a contractual basis and without the consent of EHRLE is also prohibited. All samples, drawings and other documents transmitted by EHRLE, the transfer of which is not part of the purpose of the contract, also remains the physical property of EHRLE.

2. Delivery time

Delivery periods begin with the dispatch of our order confirmation, provided that the customer has submitted all specifications and technical requirements to EHRLE. Otherwise, the delivery period begins with the transmission of this data. The delivery date is respected upon leaving the EHRLE factory. EHRLE will only be in default without a reminder if a binding and written delivery date is exceeded on a specific calendar day. In this case, the customer must grant a reasonable grace period of at least 4 weeks before he can withdraw from the contract. Events of force majeure, unforeseeable circumstances and other unforeseeable disruptions to the business operations of EHRLE or its suppliers, which cannot be avoided by EHRLE or its suppliers despite reasonable care taken in the circumstances of the case, postpone the delivery dates by an appropriate period of time. In such cases, EHRLE is released from its obligation to perform if delivery is not possible within a reasonable period of grace. If EHRLE has concluded a corresponding cover transaction for the fulfillment of the purchase contract with its pre-supplier, EHRLE does not need to deliver if the pre-supplier can not deliver. EHRLE has to notify the customer immediately of such circumstances and repay any fees paid without delay.

3. Service proviso

EHRLE may refuse delivery if, after conclusion of the contract, facts become known which make the counter-performance of the customer appear endangered due to the customer's lack of ability to perform and/or creditworthiness. In this case, delivery only take place if the customer provides advance performance or adequate securities. EHRLE is entitled to set the customer a reasonable deadline for advance performance or provision of security and to withdraw from the contract after the deadline has expired. The setting of a deadline is dispensable if the customer has fraudulently concealed facts already known at the time of conclusion of the contract or not known to him through negligence. Furthermore, in the aforementioned cases, EHRLE is entitled to demand payment of all claims arising from all business relationships with the customer.

4. Shipping

The risk is transferred to the customer upon delivery of the contractual product to a forwarding agent or other person designated to carry out the shipment. Transport insurance against damage of any kind is only made at the express request of the buyer. The costs of the transport insurance are borne by the buyer. The shipping method determines EHRLE. In

justified cases, EHRLE is entitled to make partial deliveries to a reasonable extent. If free domicile delivery is agreed, the free delivery only applies to addresses within the Federal Republic of Germany. If the customer requests a delivery abroad, all additional costs incurred, in particular customs costs, transport costs ex border, fees for postage papers, import turnover tax, etc., are borne by the customer.

5. Approval procedures and architectural services (for portal washing systems and self-service car wash systems)

The customer is responsible for the entire approval procedure including the creation and submitting of all necessary plans for the entire assembly environment, for all bricklaying, concrete and canalisation work as well as all work below the upper edge of the floor, for all architectural services, in particular the examination of the static calculation of the steel structure as well as the creation of the reinforcement plan for the floor slab. In principle, the customer must ensure safe arrival and departure on firm ground that can be driven on by forklift trucks or heavy trucks. As a matter of principle, all assembly work can only begin after the bricklaying and concrete work has been completed and the sewage and energy connections, including underfloor heating, have been provided in accordance with official regulations. The customer must provide the necessary electricity and water with the corresponding connections at his own expense. The customer must provide all media connections (water, sewage, electricity, gas, oil) in good time. In the event of a breach of an obligation under this clause, all appointment arrangements become null and void. If EHRLE thereby incurs additional costs, the customer is liable.

6. Inspection and acceptance

Insofar EHRLE provides services, the following applies to acceptance:

The approval takes place either expressly upon acceptance or tacitly upon unconditional acceptance at the customer's premises. An inspection in the presence of EHRLE and the customer must be specially agreed and takes place on the acceptance date.

7. Retention of title

EHRLE retains title to the delivery item until all payments have been received - including any ancillary additional payments owed - from the delivery contract.

The seller retains ownership of the goods until full payment of the purchase price. In the case of goods which the buyer obtains from him within the course of an ongoing business relationship, the seller retains title until all his claims against the buyer arising from the business relationship, including future claims, including those arising from contracts concluded at the same time or later, have been settled. This also applies if individual or all claims of the seller have been included in a current account and the balance has been struck and acknowledged. If, in connection with the payment of the purchase price by the buyer, a bill of exchange liability of the seller is established, the retention of title does not expire before the payment of the bill of exchange by the buyer as drawee.

If the buyer is in default of payment, the seller is entitled to take back the goods after a reminder and the buyer is obliged to surrender the goods.

If the reserved goods are processed by the buyer into a new movable object, the processing is carried out for the seller without the seller being obliged to do so; the new object becomes the property of the seller. In the event of processing together with goods not belonging to the seller, the seller acquires co-ownership of the new item in proportion to the value of the reserved goods to the other goods at the time of processing. If the reserved goods are combined, mixed or blended with goods not belonging to the seller pursuant to §§ 947, 948 BGB (German Civil Code), the seller becomes co-owner in accordance with the statutory provisions. If the buyer acquires sole ownership through combination, mixing or blending, he hereby transfers co-ownership to the seller in proportion to the value of the reserved goods to the other goods at the time of combination, mixing or blending. In such cases, the buyer stores the goods owned or co-owned by the seller, which is also be regarded as reserved goods within the meaning of the above conditions, free of charge.

If reserved goods are sold alone or together with goods not belonging to the seller, the buyer hereby assigns the claims arising from the resale in the amount of the value of the reserved goods with all ancillary rights and priority over the rest; the seller accepts the assignment. The value of the goods subject to retention of title is the invoice amount of the seller, which, however, is not taken into account if the rights of third parties conflict with it. If the resold reserved goods are co-owned by the seller, the assignment of the claims extends to the amount corresponding to the seller's share in the co-ownership.

If reserved goods are installed by the buyer as an essential component in a property, ship, ship under construction or aircraft of a third party, the buyer already now assigns the assignable claims against the third party or the third party concerned for remuneration in the amount of the value of the reserved goods with all ancillary rights including such rights to the

granting of a security mortgage with priority over the rest; the seller accepts the assignment. Paragraph 9.3, sentences 2 and 3 applies accordingly.

If reserved goods are installed by the buyer as an essential component in a property, ship, ship under construction or aircraft of the buyer, the buyer already now assigns the claims arising from a sale of the property, of property rights, of the ship, ship under construction or aircraft in the amount of the value of the reserved goods with all ancillary rights and with priority over the rest; the seller accepts the assignment. Paragraph 9.3 sentences 2 and 3 applies accordingly.

The buyer is entitled and authorised to resell, use or install the reserved goods only in the ordinary course of business and only subject to the proviso that the claims within the meaning of paragraphs 3 to 5 are actually transferred to the seller. The buyer is not entitled to dispose of the reserved goods in any other way, in particular by pledging them or assigning them as security.

Subject to revocation, the seller authorises the buyer to collect the claims assigned in accordance with paragraphs 3-5. The seller makes not use of its own right to collect as long as the buyer fulfils its payment obligations, also vis-à-vis third parties. At the request, the buyer names the debtors of the assigned claims and notify them of the assignment; the seller is also authorised to notify the debtors of the assignment itself.

The buyer must inform the seller immediately of any foreclosure measures taken by third parties against the reserved goods or the assigned claims, handing over the documents necessary for the objection.

The right to resell, use or install the reserved goods or the authorisation to collect the assigned claims lapse upon cessation of payments and/or filing for insolvency proceedings; the authorisation to collect also lapses in the event of a cheque or bill protest. This does not apply to the rights of the insolvency administrator.

If the value of the securities granted exceeds the claims (possibly reduced by down payments and partial payments) by more than 20%, the seller is obliged to reassign or release the securities at his discretion.

Upon repayment of all claims of the seller arising from the business relationship, ownership of the reserved goods and the assigned claims pass to the buyer.

8. Prices and terms of payment

The prices are quoted in EURO plus the currently applicable statutory value-added tax. All prices are ex works and without any ancillary services, in particular without transport, insurance, packaging, postage, fees, installation, commissioning and other expenses within the scope of application at the customer, in particular additional expenses due to fulfilment of official requirements at the place of installation as well as the preparation of prescribed building permit documents. Unless otherwise agreed, prices are based on EHRLE's price list valid at the time of conclusion of the contract. Our services for commissioning, maintenance, installation and other application support are generally invoiced on the basis of production and material costs, whereby the hourly rates for production are based on our current price list.

9. Payments

Invoices are due immediately without deduction. In the event of a defect in the object of purchase or assembly, the customer has a right of retention of the purchase price only in the appropriate amount, which depends on the type of defect and the impairment of use. If due payment dates are exceeded, EHRLE is entitled to demand default interest in accordance with § 288 BGB (German Civil Code) without further reminder. In the event of default, all selected discounts and other rebates lapse. The customer may only offset counterclaims that are undisputed or acknowledged or titled, unless they are counterclaims from the same contractual relationship.

10. Warranty / Warranty claims

The customer's rights in the event of material defects and defects of title (including incorrect and underdelivery as well as improper assembly or defective assembly instructions) shall be governed by the statutory provisions, unless otherwise stipulated below.

The assertion of claims for defects by the commercial customer presupposes that he has duly complied with his inspection and notification obligations owed in accordance with § 377 HGB (German Commercial Code).

EHRLE may refuse to remedy defects as long as the customer has not fulfilled all payment obligations with the exception of an amount corresponding to the reduction amount in respect of the defective goods. In this case, the customer is only obliged to make an advance

payment if EHRLE has confirmed its liability for defects to it in text form within the scope of these General Terms and Conditions.

EHRLE has to be given the opportunity to inspect the notified defect on site.

Warranty claims become statute-barred one year after transfer of risk if the customer is an entrepreneur.

Before the customer can assert further claims or rights (withdrawal, reduction, compensation or reimbursement of expenses), EHRLE must first be given the opportunity to remedy the defect within a reasonable period of time. If subsequent performance fails despite at least two attempts at subsequent performance, if EHRLE refuses subsequent performance or if subsequent performance is not possible or unreasonable for the customer, the customer may withdraw from the contract or reduce (lower) the remuneration. Clause 11 applies to the assertion of claims for damages and reimbursement of expenses.

11. Voiding of warranty

The warranty claims of the customer can no longer be asserted by the customer if he himself has carried out modifications or attempted repairs of the defect without the prior written consent of EHRLE or has had third parties carry them out, unless the customer proves that these modifications did not or only insignificantly impede the warranty work on the part of EHRLE and that the reported defects are not attributable to these modifications or repairs.

The same applies if operating materials, cleaning and care agents not approved by EHRLE are used without the written consent of EHRLE. In cases in which the customer lodges an unjustified warranty claim and costs are incurred by EHRLE due to the examination of the complaint, the customer is liable for these costs insofar as he has acted negligently.

12. Liability

EHRLE is liable for damages resulting from injury to health, life or limb in the event of intent, gross and slight negligence on the part of its legal representatives and/or vicarious agents. EHRLE is liable for other damages resulting from contractual or non-contractual breach of duty in the event of gross negligence and intent on the part of its legal representatives and/or vicarious agents, unless essential contractual or cardinal obligations have been breached. In

the event of a breach of material contractual duties or cardinal obligations, EHRLE is also liable for slight negligence, but only for damages foreseeable at the time the contract was concluded. This liability is limited to the claims covered by EHRLE's liability insurance. This does not apply if EHRLE has not taken out adequate liability insurance. EHRLE is not liable for information or advice unless it is expressly part of the contract. Information and advice in connection with the execution of an order are basically not essential contractual obligations for which liability is limited to gross negligence and foreseeable damages. Exclusions of liability according to these General Terms and Conditions do not apply to claims arising from the Product Liability Act.

The customer is liable for his data and other information regarding planning and production as well as for the suitability of the assembly environment. All additional costs arising from incorrect information or an unsuitable installation environment are borne by the customer. The customer is responsible for the accuracy of his information and for the timely provision of all necessary information; in particular, the customer is liable for all additional costs arising from a breach of this obligation to cooperate.

13. Contract rescission

If the customer refuses a properly ordered product or system or if the customer declares verbatim or mutatis mutandis before delivery, even by silence at a written request containing a corresponding reference to the legal consequences of this paragraph, that he will not accept them, EHRLE may withdraw from the contract without further reminder and claim damages instead of performance. In the event of EHRLE's rescission of the contract caused by the customer, in particular due to default in payment or the case of number 3 or any other unauthorised reversal of the contract caused by the customer after delivery and return of delivered goods, EHRLE is entitled to claim damages and compensation for expenses as follows:

EHRLE is entitled to liquidated damages for non-performance amounting to 25 % of the net order volume. For expenses incurred as a result of the contract, e.g. outward and return transport as well as assembly costs etc., EHRLE receives compensation in the amount incurred in each case. The hourly lump sum per employee is 65.00 EUR plus VAT and the travel costs lump sum 1.10 EUR per km plus VAT. These cost estimates also apply in the other cases of these General Terms and Conditions according to which the customer has to bear costs. EHRLE is at liberty to prove and assert higher damages instead of the lump-sum rates for damages as well as to present and prove lower damages to EHRLE to the

customer. If the customer is in default of acceptance, he pays the storage costs incurred after a period of default of more than 14 days.

14. Data protection

The protection of personal data is very important to us. Our data protection practice is therefore in accordance with the General Data Protection Regulation (GDPR). In this respect we refer to our data protection declaration, available on our homepage at www.ehrle.com.

15. Place of jurisdiction and place of performance / choice of law

Place of fulfillment and jurisdiction for deliveries and payments, as well as all disputes arising between the parties, is the head office of the seller in 89165 Dietenheim, Germany, insofar as the buyer is a merchant, a legal entity under public law, or a special fund under public law. However, the seller is also entitled to sue the buyer at his place of business. The law of the Federal Republic of Germany applies exclusively to the relations between the contracting parties to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the customer has no place of residence in Germany, or relocates this to another country after conclusion of the contract, or if his place of residence or habitual abode is not known at the time the action is filed, the place of performance and place of jurisdiction is, at the discretion of EHRLE, the headquarters of EHRLE or that of the customer.