

General Terms and Conditions for Brokerage services

1. General provisions

INGENIEURBÜRO KRÄMER GmbH offers its customers, among other things, support in the purchase as well as in the marketing or sale of used equipment, machines and facilities as a brokerage service.

INGENIEURBÜRO KRÄMER GmbH generally acts as an agent for both contracting parties in a purchase transaction to be brokered. The service is usually only subject to remuneration for one contracting party in a two-way transaction.

With the help of a database and data processing software programs, the items for sale can also be offered and viewed by interested parties via the INGENIEURBÜRO KRÄMER GmbH website and via other trading platforms on the Internet with which a valid contractual relationship exists.

2. Validity

The following conditions apply to all business relationships with our contractual partners in connection with brokerage services for the purchase or sale of used equipment, machinery and facilities including consultations, evaluations and inspections. Any deviating purchasing or General Terms and Conditions of the buyer are hereby rejected. They are not valid for us even without express rejection and, even in parts, as well as additional agreements and additions, verbal agreements, promises, assurances and guarantees are only binding for us if we have expressly acknowledged them in writing.

3. Offer, conclusion of contract and scope of delivery and service

Our brokerage service offers are non-binding. The information provided by the seller for the purpose of identifying and presenting the object of purchase or for sale regarding origin, condition, age and authenticity as well as descriptions, images, sketches, drawings, performance, weight and dimensions of the object are only approximate and are accepted to the best of our knowledge and belief.

INGENIEURBÜRO KRÄMER GmbH is entitled to exclude an object of purchase or for sale at any time if it comes to the conclusion that the information provided by the seller is incorrect, in particular if it does not correspond to the actual condition of the object of purchase or for sale.

When our contractual partner accepts our brokerage service offer, a brokerage service contract is concluded under the following conditions. We employ qualified and trained personnel to carry out the brokerage activities and/or consultations.

In case of legitimate interest, in particular if INGENIEURBÜRO KRÄMER GmbH can provide further deliveries and services in connection with the brokering of this purchase transaction either for the seller or for the buyer, INGENIEURBÜRO KRÄMER GmbH is entitled to buy the object of purchase or for sale itself.

4. Legal basis

Delivery and provision of services shall only take place on the basis of and in the order set out below:

- our written brokerage service order confirmation
- our written brokerage service offer
- these General Terms and Conditions for Brokerage services
- our General Terms and Conditions for deliveries of used machines
- the legal regulations of the Federal Republic of Germany



INGENIEURBÜRO KRÄMER GMBH

The contractual relationships shall be governed exclusively by the law of the Federal Republic of Germany, excluding the conflict of laws and the United Nations (UN) Convention on Contracts for the International Sale of Goods. (CISG).

In cases where a contract has been concluded or for the purpose of an on-site inspection, INGENIEURBÜRO KRÄMER GmbH is entitled to mutually disclose the respective contact details of its customers to the seller and buyer or prospective buyer.

Declarations of intent and other legally significant statements or actions that are published by INGENIEURBÜRO KRÄMER GmbH at the instigation of a customer or delivered to another customer or received by another customer are exclusively declarations, statements or actions of the respective customer, regardless of whether they are the buyer or seller, which are delivered by INGENIEURBÜRO KRÄMER GmbH as a messenger.

INGENIEURBÜRO KRÄMER GmbH itself is neither entitled nor obligated by these and therefore does not act as a representative in the name of another. INGENIEURBÜRO KRÄMER GmbH assumes no liability or obligation for the delivery or acceptance of objects or other items of purchase or the provision of consideration for them.

5. Seller's obligation to cooperate

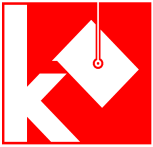
For the description and presentation of the object of purchase or for sale to third parties, the seller must hand over to INGENIEURBÜRO KRÄMER GmbH essential identification data, detailed technical information and other documents relevant to the sale such as Technical Documentation, drawings, plans, illustrations, images, data sheets, brochures, order confirmations and offers, etc. or make them available for inspection. For any additional technical data collection required on site, for taking photographs and for viewings, the seller must always make the object of purchase or for sale accessible after prior appointment.

6. Customer protection, exclusivity and confidentiality

The seller assures INGENIEURBÜRO KRÄMER GmbH that he will respect the agent's customer protection rights and will not use the contact made known and accessible by the agent for direct or indirect contact without the agent's involvement, knowledge or consent.

Unless otherwise agreed, the seller undertakes to have transactions involving the object of purchase or for sale as the subject of a brokerage service agreement with INGENIEURBÜRO KRÄMER GmbH exclusively brokered or concluded through INGENIEURBÜRO KRÄMER GmbH in accordance with these terms and conditions and also to refrain from commissioning third parties to broker the object of purchase or for sale during the term of the contract. If a prospective buyer contacts the seller directly with the desire to negotiate the purchase or sale of that object, the seller must point out that he is having this object brokered by INGENIEURBÜRO KRÄMER GmbH. The seller must inform INGENIEURBÜRO KRÄMER GmbH of every contact.

The buyer or prospective buyer undertakes to treat all business and technical information that he receives from INGENIEURBÜRO KRÄMER GmbH or directly from the seller, in particular personal data and relevant information about the items being purchased, insofar as and as long as these are not generally known, as strictly confidential even after the end of the offer and/or contract and not to use them for purposes other than contract fulfillment, to copy them or to make them accessible to third parties. This also applies to information that he receives on the occasion of inspections, as well as to all technical documents that are made available to him or provided to him during inspections, negotiations or during contract execution. Ownership, copyright and other protective rights to such documents are reserved. In the event that the buyer or prospective buyer uses such documents without being entitled to do so, INGENIEURBÜRO KRÄMER GmbH is entitled, in its own name or in the name of the rights holder, to demand immediate release of them.



7. Price and payment, VAT

- 7.1. For the successful brokering of a purchase transaction, INGENIEURBÜRO KRÄMER GmbH is entitled to remuneration, usually a percentage of the net sales proceeds actually achieved by the seller of the sold items.
- 7.2. In the case of exclusivity in the brokerage of a purchase transaction, INGENIEURBÜRO KRÄMER GmbH is also entitled to reimbursement of the expenses incurred if the customer terminates a contract prematurely or removes individual objects of purchase or for sale from the scope of the contract.
- 7.3. Our prices are in EUR (€) and are net plus the VAT applicable at the time of invoicing for deliveries and services subject to sales tax.
- 7.4. Our pricing is based on the cost factors on the day the offer is made. In the event of an increase in the material, wage and/or other costs underlying our calculation that was not foreseeable by us at the time the contract was concluded and which has a lasting impact on our sales price, we reserve the right to adjust the price accordingly.
- 7.5. Unless otherwise agreed, invoices are due for payment immediately, net and without any deductions. The buyer bears the costs of payment transactions. The total amount must be paid in full in cash or, in the case of larger amounts, by wire bank transfer as requested.
- 7.6. If the payment deadline or the specified payment dates are exceeded, we are entitled to charge interest on the outstanding amount at a rate of 5% p.a. above the respective discount rate of the Deutsche Bundesbank or the European Central Bank, but at least 8% p.a. We reserve the right to claim further damages for late payment.
- 7.7. If the customer defaults on a payment, we may, after notifying the customer, stop work on all current orders until the full advance payment or appropriate security is received. If the advance payment or security is not made within a reasonable period set by us, we are entitled, subject to further claims for damages, to cancel the current orders and invoice the customer for the costs incurred to date.
- 7.8. The buyer is in default no later than ten days after the due date and receipt of the invoice or receipt of the consideration. If the buyer defaults on a partial payment, we can demand immediate payment of our entire (remaining) claim.
- 7.9. The purchaser is not entitled to a right of retention arising from another contractual relationship. We can avert the purchaser's right of retention arising from the same contractual relationship in accordance with Section 273 of the German Civil Code (BGB), Sections 369 et seq. of the German Commercial Code (HGB) by providing a written, directly enforceable bank guarantee in the value of the right to be secured. The purchaser is only permitted to offset if we do not dispute the counterclaim or if it has been legally established.
- 7.10. If it becomes apparent after the conclusion of the contract that our claim for payment is jeopardized by the client's inability to pay, we are entitled to the rights under Section 321 of the German Civil Code (BGB) (defenses based on uncertainty). We are then entitled to demand payment of all claims from the current business relationship with the client that are not time-barred.



8. Term and termination

- 8.1. Details of the duration and notice periods of the brokerage activity are determined individually. Unless a minimum duration or notice period has been agreed in individual cases, both contracting parties can terminate the contract with a notice period of six weeks. Declarations of intent made as well as a claim to remuneration that has already arisen remain unaffected. Termination must be in writing.
- 8.2. The term begins with the dispatch of our brokerage confirmation, but not before the complete provision of all information, technical data, documents and clarifications or approvals owed by the seller and not before receipt of an agreed payment. The dates and deadlines specified by the broker for the successful brokerage of purchase transactions are non-binding unless they have been confirmed by him in writing with a calendar specification. Approximate dates or approximate dates are non-binding.

9. Limitation of Liability

Unless otherwise agreed or specified in these terms and conditions for deliveries, the following limitations of our liability apply to all cases of liability, in particular for delay, positive breach of contract, fault arising from the conclusion of the contract, tort:

- In the event of intent on the part of our management, we shall be liable without limitation.
- In the event of gross negligence on the part of our management, in the event of intent and gross negligence on the part of our senior employees and in the event of culpable breach of essential contractual obligations (cardinal obligations), we shall be liable without limitation within the scope of the damage typically foreseeable under the contract.
- In all other cases, we are only liable if and to the extent that this liability is covered by liability and production liability insurance as is customary in the industry, unless the risk is covered by insurance by the customer as is customary in the industry. If we have taken out liability insurance for the risk in question that exceeds the level customary in the industry, our liability is extended to the amount of the insurance cover.

10. Property rights

- 10.1. We reserve the copyright and right of use to our draft contracts and other wording suggestions - both in written and electronic form. They may not be made accessible to third parties without our express permission, even after rejection, settlement or cancellation of the contractual relationship.
- 10.2. If the object of purchase or for sale is not supplied by us, the seller must point out any existing industrial property rights of third parties with regard to the object; provided we are not at fault, the seller shall indemnify us against any claims by third parties based on industrial property rights.

11. Partial invalidity

The invalidity of a provision or part of a provision of these General Terms and Conditions for Deliveries or other contractual agreements does not result in the invalidity of the remaining provisions or the remaining part of the provision.

12. Place of jurisdiction, applicable law

- 12.1. The place of jurisdiction for all possible disputes is Meinerzhagen. However, we are also entitled to assert our claims at one of the customer's places of jurisdiction.
- 12.2. The law of the Federal Republic of Germany applies. International sales law does not apply.