

►► Terms and conditions for the online shop

1. Scope

- 1.1. These terms and conditions for use of the online shop – in the version effective at the time of order – shall apply only to entrepreneurs as intended by Section 14 of the German Civil Code BGB (“Buyers”), their duly authorised purchasers aged 18 or over (“Authorised Purchasers” or “Users”), and to all orders placed via this online shop.
- 1.2. No other terms and conditions and no conflicting terms and conditions shall apply.
- 1.3. BMA reserves the right to change these terms and conditions at any time. BMA shall notify you if any changes are made to these terms and conditions. In order to continue using the online shop, you shall have to agree to the changed terms and conditions. If you do not agree to the changed terms and conditions, you shall not be able to continue using the online shop and can request deletion of your user account.

2. Registration and account management

- 2.1.1. Each of Buyer’s Authorised Purchasers as intended by Item 1.1 can register with their business e-mail address. BMA can confirm a registration either explicitly, or implicitly by creating a user account. Creation of a user account also entails creation of an organisational account.
- 2.1.2. Where several of Buyer’s Authorised Purchasers have created user accounts, each Authorised Purchaser shall have access to the data of the organisational account. These data may include, in particular, information about past orders, invoices, and payment methods and terms.
- 2.2. Orders via a user account must be for business purposes only.
- 2.3. Buyer shall be responsible for all activities under the organisational account and the user accounts.
- 2.4. Users shall keep their user names and passwords confidential and shall not disclose them to third parties. BMA accepts no liability for the unauthorised use of organisational or user accounts, or for unauthorised access to these accounts.
- 2.5. Where it is suspected or Buyer discovers that a password and/or user name has been lost, is missing or has been or is being misused, Buyer shall notify BMA immediately, enabling BMA to block the organisational and/or user account.
- 2.6. Creation of a user account authorises User to make enquiries about products or place orders via the online shop.

3. Conclusion of contract

- 3.1. Users who are authorised to place orders may select products from the BMA range via the online shop and place them in the shopping basket. Product information does not constitute a binding offer to conclude a contract of sale.
- 3.2. By clicking the “Buy now” button, User shall submit a binding offer for purchase of the products in his basket. BMA shall confirm receipt of the offer by sending an automatically generated confirmation of receipt to User. This confirmation of receipt does not constitute acceptance of the offer.
- 3.3. The contract shall be concluded only when BMA expressly states acceptance of the offer by sending a separate e-mail to User (“order confirmation”). Where the written order confirmation sent by BMA contains extensions, restrictions, or other changes to the offer, Buyer’s acceptance of these shall be considered given unless it is withdrawn immediately in writing.

- 3.4. Should it become apparent during processing of the offer that the goods are not available, BMA shall notify User accordingly via e-mail.

4. Products

- 4.1. The products correspond to the specifications listed in the online shop.
- 4.2. All technical details shall apply with the usual tolerances. The industrial standards that are applicable in the Federal Republic of Germany shall apply to the construction and design of the machinery, apparatus and equipment.
- 4.3. BMA reserves the right to make changes arising from local conditions or resulting from new technical findings.
- 4.4. Illustrations and drawings shall be for visual guidance only; they are examples and may differ from the actual products.
- 4.5. All drawings, technical documents or other technical data that one party submits to the other party before or after conclusion of the contract shall remain the property of the submitting party and shall not be used for purposes other than those for which they were provided without the written consent of the respective other party. Beyond that, they shall not be used, copied, reproduced, transferred or disclosed to third parties in any other way without the written consent of the submitting party.

5. Shipment and delivery times

- 5.1. The delivery times shown in the online shop are estimates and not binding. The date of delivery and delivery time can be found in the written confirmation sent by BMA.
- 5.2. On-time delivery requires Buyer to fulfil his contractual obligations.
- 5.3. On-time delivery also requires Buyer to procure any necessary import licences in time, to notify BMA of the number and date of the import licences and their term of validity, and timely agreement to be reached on all technical issues that the parties reserved for subsequent negotiations on conclusion of the contract.
- 5.4. Shipment shall be ex works BMA Braunschweigische Maschinenbauanstalt AG, 38122 Braunschweig, Germany, unless otherwise agreed.
- 5.5. Delivery shall be considered to be on time where the product is delivered ex works BMA Braunschweigische Maschinenbauanstalt AG, 38122 Braunschweig, Germany, within the delivery time specified or Buyer has been notified of the readiness for dispatch within that time.
- 5.6. BMA reserves the right to make partial deliveries.
- 5.7. Should BMA fail to deliver on time, Buyer shall be entitled to payment of compensation for delay; this shall not apply, however, where circumstances reveal that Buyer has not suffered any loss. Compensation for delay shall amount to 0.5 % for each full week of delay, but no more than 5 % of the value of the part of the consignment that cannot be used in good time or for the appropriate purpose due to the delay. Any other claims for damages because of a delay in delivery shall be excluded, except in the case of intent, gross negligence or the breach of major contractual obligations by BMA.
- 5.8. Except where BMA is responsible for the incorrect and/or delayed receipt of supplies, BMA's delivery obligation shall be subject to the correct and timely receipt of supplies. In the event of an incorrect and/or delayed receipt of supplies, BMA is obliged to notify Buyer without culpable delay and shall be entitled to rescind the contract. Any payments already made shall be reimbursed.

6. Payments, shipping costs and retention of title

- 6.1. All prices shown in the online shop are net prices.
 - 6.2. Buyer shall pay for the shipping costs.
 - 6.3. Buyer may make payments by invoice, advance payment or credit card. On creation of the first user account, BMA shall set a payment method at its own discretion to apply to Buyer's organisational account and additional user accounts.
 - 6.4. The payment terms can be found in the written confirmation sent by BMA. Buyer shall not be entitled to withhold agreed payments or to set them off against any counter-claims he may have against BMA, unless such counter-claims are undisputed or legally established as final and absolute. All payments by Buyer shall be considered effected when they are credited to a German bank account belonging to BMA without deductions resulting from any bank charges incurred outside Germany.
 - 6.5. Where a calendar date is specified for payment, Buyer shall be in default if he does not make payment by the time specified even where no reminder has been sent. Buyer shall be liable to pay statutory interest on late payments. Pursuant to Section 247 of the German Civil Code BGB, the interest rate is 8 % p.a. above the base rate. BMA reserves the right to enforce claims for damages.
 - 6.6. Legal ownership of the products shall not pass from BMA until full payment has been received. Should the jurisdiction of the country where the products are located not permit a retention of title but grant similar rights, BMA reserves these rights. Buyer shall be obliged to assist BMA as seller in asserting these rights. Pledges and the transfer by way of security are not permitted until legal ownership has passed to Buyer. Where the products are incorporated with other items belonging to Buyer, BMA shall acquire co-ownership of the new goods, with the share corresponding to the invoice value of the reserved goods compared to Buyer's other goods at the time of processing.
 - 6.7. Buyer shall pay all customs duties, taxes, fines imposed by the tax authorities, and other levies arising outside the Federal Republic of Germany in or in connection with the delivery or performance of the contractually agreed supplies and services. Beyond this, Buyer shall furnish all necessary notifications, information, disclosures and all other declarations to be made to the competent authorities outside the Federal Republic of Germany, even where this would be the responsibility of BMA under the laws, directives or regulations applicable outside Germany.
7. Certificate of origin
- 7.1 BMA does not give declarations of origin and issues neither certificates of origin nor preferential certificates of origin.
8. Warranty claims for defects
- 8.1. In accordance with the conditions outlined below in Items 8.2 – 8.10, BMA shall rectify all defects that were present at the time of the transfer of risk and defects resulting from a fault in design, material or workmanship. Safety devices to protect against hazards during use of the product shall be supplied insofar as this has been agreed. Beyond this obligation to supply, their absence does not constitute a defect.
 - 8.2. The obligation to rectify defects shall apply only to defects that occur within 12 months (warranty period) and which Buyer immediately reports to BMA, irrespective of the actual period of operation. The warranty period starts on the day the product is commissioned or put into service. Should delivery, assembly or commissioning be delayed for reasons beyond the control of BMA, the warranty period shall end no later than 18 months after the product is ready for shipment.
 - 8.3. Buyer shall give BMA the necessary time and opportunity to check reported defects and to rectify them within a reasonable time. The decision whether a defect is to be rectified by repair at the installation site and/or at the shipping plant or by replacement

shall be at BMA's discretion. In the event that a repair resulting from such a decision is effected at the installation site with support from BMA experts, BMA shall pay for the cost of their stay. Replaced defective parts shall be made available to BMA.

- 8.4. In the event of a replacement, the Logistics department at logistics@bma-de.com shall be notified of a return shipment and defective parts returned within 30 days. BMA expressly reserves the right to charge any costs incurred (e.g. parts, freight, personnel deployment) to Buyer in cases where no return shipment is made, where a return shipment has not been authorised by the Logistics department, or where no legitimate warranty exists.
- 8.5. Should BMA not fulfil the obligations specified above within a reasonable time, Buyer can send a written notification as a reminder for BMA to fulfil the obligations. Should BMA fail to fulfil its obligations by the final deadline, Buyer can carry out the necessary repairs with due care. In such a case, BMA shall reimburse Buyer his actual proven expenses within the scope specified in Item 8.3.
- 8.6. Where a defect cannot be successfully rectified as specified in Item 8.4, Buyer shall be entitled to a reduction in the contract price that is proportionate to the reduced value of the goods supplied, provided such reduction does not exceed 5 % of the price. Where a defect is so serious that Buyer suffers a significant loss of benefit from the contract, Buyer can rescind the contract by notifying BMA in writing. Buyer shall then be entitled to damages for any loss suffered amounting to no more than 0.1 % of the contract sum.
- 8.7. BMA's warranty obligation does not extend to defects caused by materials that are based on materials supplied or required by Buyer or on a design required by him.
- 8.8. BMA's warranty obligation shall apply only to defects occurring under the operating conditions specified in the contract and during correct and proper use. It shall not apply to defects caused by factors arising after the transfer of risk. In particular, it shall not apply to defects caused by incorrect storage or maintenance; improper shipment or installation by Buyer; improper operation; modifications that have not been authorised in writing by BMA; repairs that are incorrectly carried out by Buyer; normal wear and tear; excessive use; accidents; unsuitable process materials; faulty foundations or unsuitable ground; chemical, electrochemical or electrical factors; weather and other natural factors.
- 8.9. For BMA to fulfil the obligations resulting from Item 8, Buyer is required to perform his contractual obligations.
- 8.10. Beyond the obligations specified in Items 8.1 – 8.9, BMA accepts no liability for defects. This also applies to any damage that may result from a defect, including production losses, lost profits, and other consequential damage. This limited liability of BMA shall not apply to the cases defined in Item 10.
- 8.11. Neither BMA nor any affiliated company accepts, explicitly or implicitly, any liability, warranty, promise, guarantee or obligation regarding the quality or performance of the product and/or any part of the product other than specified in Item 4.

9. Indemnity

- 9.1. You undertake to hold BMA harmless from and against all claims, demands, losses, costs or other expenses made against BMA due to improper use of your user account or organisational account, breach of these terms and conditions, or the unlawful use of goods that you have purchased via this online shop.

10. Disclaimer

- 10.1. BMA accepts no liability for any type of consequential damage under any circumstances, particularly not for production losses, lost profits or other financial losses.
- 10.2. This disclaimer shall not apply in cases of intent or gross negligence on the part of BMA, or in cases of culpable injury to life, body or health. Beyond that, this disclaimer

shall not apply in cases of culpable breach of major contractual obligations. In cases of negligent breach of major contractual obligations and thus obligations that have to be fulfilled to enable proper performance of the contract and that Buyer can generally expect to be fulfilled, BMA accepts liability limited to damages that are typical of and can be reasonably expected in a contract. Moreover, this disclaimer does not apply to product defects insofar as liability in respect of damage to persons or privately used property is governed by the German Product Liability Law. Beyond that, this disclaimer does not apply to defects that are fraudulently concealed or whose absence was guaranteed by BMA.

11. Force majeure

- 11.1. In the event that the delivery of supplies and services by BMA is not possible because of war, riots, strikes, lockouts, epidemics, earthquakes, fires, storms and floods, transport disruptions or damage in transit, or other circumstances beyond the control of BMA, BMA shall be released from the obligation to deliver the supplies and services for the duration of the effect of such obstacles. BMA shall be obliged to notify Buyer immediately after a force majeure case arises and, at Buyer's request, show credibly that a force majeure case has arisen.

12. Cancellation

There is no right of cancellation for contracts concluded via this online shop.

13. Disabling or deletion of user accounts

- 13.1. BMA may at any time temporarily or permanently close individual user accounts or organisational accounts if BMA no longer provides the online shop services or in the event of suspected abuse of the online shop or a user name and password.
- 13.2. Users can delete their user account at any time. To delete your account, please send an e-mail with the subject line "Delete user account" to sales@bma-de.com. Deleting a user account may take up to seven days. Registering again is possible at any time.

14. Data protection

- 14.1. The parties agree to comply with the applicable data protection regulations.

15. Language of the contract

- 15.1. The language of the contract is German. Translations into other languages are for clarification only and are not binding.

16. Governing law, place of jurisdiction

- 16.1. All disputes arising out of or in connection with this contract shall be finally settled under the rules of arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The contract is subject to German substantive law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict of laws provisions. The international rules for the interpretation of the most commonly used terms in international trade (Incoterms) shall apply.