



STRIKO Verfahrenstechnik GmbH
Gewerbeparkstr. 27 | 51580 Reichshof

General Terms and Conditions of Delivery of STRIKO Verfahrenstechnik GmbH (hereinafter referred to as "Supplier")

These Terms and Conditions of Delivery shall apply to all contracts on the basis of which the Supplier must provide deliveries and services for the benefit of the Customer. They are intended for use in relation to

- a) persons who, when concluding the contract, are acting in the exercise of their commercial or self-employed professional activity (entrepreneurs)
- b) legal persons under public law and special funds under public law.

Deviating Terms and Conditions of Purchase of the customer shall not become part of the contract even upon acceptance of the order.

I. Offer and order

- I.1. The offers of the Supplier are subject to change without notice. A contract is concluded with the written order confirmation of the Supplier, unless agreed separately and in writing.
- I.2. All subsidiary agreements and amendments require the written confirmation of the Supplier.
- I.3. The Supplier reserves the right of ownership and copyrights to illustrations, drawings, samples, cost estimates and similar information of a physical and non-physical nature - including in electronic form; they may not be made accessible to third parties. The Supplier undertakes to make information and documents designated as confidential by the Purchaser available to third parties only with the Purchaser's consent.

II. Scope of delivery

- II.1. The written order confirmation of the Supplier is decisive for the scope of delivery. If the Supplier submits a binding offer which is accepted by the Purchaser, the content of the offer shall be decisive for the handling of the delivery.
- II.2. The design and execution of the delivery item are based on the standards applicable in Germany. Special operating regulations of the Purchaser shall only be taken into account if this has been agreed in writing. This applies in particular to the design and calculation of static mixers, heat exchangers or other vessels for external forces, such as nozzle loads.

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III. Price and payment

- III.1. Unless otherwise agreed separately and in writing, prices are ex works. Services used by the Purchaser, such as freight, loading, packaging and insurance, will be charged separately. All services will be invoiced plus value added tax at the statutory rate.
- III.2. If there is a period of more than 4 months between the date of conclusion of the contract and the agreed delivery date, the Supplier is entitled to adjust the agreed price to any changes in costs that have occurred in the meantime (e.g. wages, salaries, material costs). This shall also apply in cases where the initially agreed delivery time is extended to more than 4 months for reasons within the Purchaser's sphere of responsibility.
- III.3. Unless agreed separately and in writing, payments shall be made without any deduction on account, namely
- 40 % down payment after receipt of the order confirmation.
 - 50 % after receipt of the Supplier's notification that the main parts are ready for dispatch.
 - the remainder upon commissioning, but no later than one month after the transfer of risk (see *paragraph V. Transfer of Risk and Acceptance*).
- III.4. All payments shall be made as agreed free of charges and without deduction after receipt of the order confirmation or notification of readiness for dispatch and after receipt of the respective invoice. If the notification together with the invoice are received by the Purchaser during the first half of the month, payment must be made by the 15th day of the following month; if they are received in the second half of the month, payment must be made by the end of the following month. Default of payment shall occur, even without a reminder, at the latest thirty days after the due date and receipt of the invoice (according to § 286 para. 3 BGB(German Civil Code)). Decisive for the timeliness of the payment is the receipt of money on the Supplier's account.
- III.5. If due payments on account are not made on time, the Supplier is entitled to interrupt the planning, production, delivery or assembly. The Supplier shall resume its activities as soon as the due payment has been received and the resumption of work is possible, taking into account the available capacities. This will extend agreed delivery periods accordingly.
- III.6. The Purchaser shall only be entitled to withhold payments to the extent that his counterclaims are undisputed or have been declared final and absolute.
- III.7. The Purchaser shall only be entitled to offset counterclaims arising from other legal relationships to the extent that they are undisputed or have been declared final and absolute.
- III.8. In the event of a cancellation of the previously valid contract by the Purchaser, the Supplier reserves the right to charge the Purchaser for the costs incurred up to the time of the valid cancellation, e.g., for design, engineering, material procurement, etc.

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IV. Delivery time and delay in delivery

- IV.1. The delivery time is based on the agreements of the contracting parties. Compliance with it by the Supplier presupposes that all commercial and technical questions between the contracting parties have been clarified and that the Purchaser has fulfilled all obligations incumbent upon him, such as the provision of the necessary official certificates or approvals or the payment of a deposit in good time. If this is not the case, the delivery period shall be extended accordingly. This shall not apply if the Supplier is responsible for the delay.
- IV.2. Compliance with the delivery time is subject to correct and timely delivery to us. The Supplier shall notify the Purchaser of any impending delays as soon as possible.
- IV.3. The delivery period shall be deemed to have been observed if the delivery item has left the factory or readiness for dispatch has been notified by the time of its expiry. If acceptance is required, the acceptance date shall be decisive - except in the case of refusal to accept - or alternatively the notification of readiness for acceptance.
- IV.4. If non-observance of the delivery period is due to force majeure, industrial disputes or other events beyond the Supplier's control, the delivery period shall be extended accordingly. The above-mentioned circumstances are also not the responsibility of the Supplier if they occur during an already existing delay. The Supplier shall notify the Purchaser of the beginning and end of such circumstances as soon as possible.
- IV.5. If the Supplier is in default and the Purchaser suffers damage as a result, the Purchaser shall be entitled to demand lump-sum compensation for default. For each full week of the delay, this shall amount to 0.5%, but in total not more than 5% of the value of that part of the total delivery which cannot be used in time or in accordance with the contract as a result of the delay. If the delivery is delayed for reasons for which the Purchaser is responsible, the costs incurred by the delay shall be charged to the Purchaser starting one month after notification of readiness for dispatch or acceptance.

V. Transfer of risk and acceptance

- V.1. The risk shall pass to the Purchaser at the latest upon dispatch of the parts to be delivered, even if partial deliveries are made or the Supplier has to provide other services. This also applies if carriage paid delivery has been agreed. Insofar as acceptance is to take place, this shall be decisive for the transfer of risk. It must be carried out immediately on the acceptance date, alternatively after the Supplier has notified the Purchaser that the goods are ready for acceptance. The Purchaser may not refuse acceptance if there is a minor defect.
- V.2. If dispatch or acceptance is delayed or does not take place for reasons not attributable to the Supplier, the risk shall pass to the Purchaser on the day of notification of readiness for dispatch or acceptance.
- V.3. The Supplier undertakes to take out the insurance policies requested by the Purchaser at the latter's expense.
- V.4. Partial deliveries are permitted, provided that they are reasonable for the Purchaser.

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VI. Retention of title

- VI.1. The retention of title agreed in the following serves as security for all current and future claims of the Supplier against the Purchaser arising from the supply relationships existing between the contracting parties, including balance claims from a current account relationship limited to this supply relationship.
- VI.2. The goods delivered by the Supplier to the Purchaser remain the property of the Supplier until all secured claims have been paid in full. The goods as well as any goods replacing them in accordance with the following provisions and covered by the retention of title shall be referred to hereinafter as "reserved goods".
- VI.3. The Purchaser shall store the reserved goods free of charge for the Supplier.
- VI.4. The Purchaser shall be entitled to process and sell the reserved goods in the ordinary course of business up to the point of instigation of recovery (Section VI.9). Pledging and transfer of ownership by way of security are not permitted.
- VI.5. If the reserved goods are processed by the Purchaser, it is agreed that the processing is carried out in the name and for the account of the Supplier as manufacturer and that the Supplier acquires direct ownership or - if the processing is carried out using materials from several owners or the value of the processed item is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. In the event that no such retention of title should occur at the Supplier, the Purchaser hereby assigns his future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to the Supplier as security. If the goods subject to retention of title are combined with other items to form a uniform item and if one of the other items is to be regarded as the main item, the Purchaser shall, insofar as the main item belongs to him, transfer to the Supplier proportionate co-ownership of the uniform item in the ratio specified in sentence 1.
- VI.6. In the event of resale of the reserved goods, the Purchaser hereby assigns by way of security to the Supplier the resulting claim against the buyer - in the case of co-ownership of the Purchaser of the reserved goods, proportionately in accordance with the proportion of co-ownership. The same shall apply to other claims which take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims arising from tort in the event of loss or destruction. The Supplier revocably authorises the Purchaser to collect the claims assigned to the Supplier in his own name. The supplier may only revoke this direct debit authorisation up to the point of instigation of recovery.
- VI.7. If third parties seize the reserved goods, in particular by seizure, the Purchaser shall immediately inform them of the Supplier's ownership and notify the Supplier thereof in order to enable the Supplier to enforce his ownership rights. If the third party is not in a position to reimburse the Supplier for the judicial or extrajudicial costs incurred in this connection, the Purchaser shall be liable to the Supplier for these costs.
- VI.8. The Supplier shall release the reserved goods and the items or claims replacing them if their value exceeds the amount of the secured claims by more than 50%. The choice of the items to be released thereafter shall be at the discretion of the Supplier.
- VI.9. If the Supplier withdraws from the contract in the event of conduct on the part of the Purchaser that is contrary to the terms of the contract - in particular in the event of default of payment - the Supplier shall be entitled to demand the return of the reserved goods.

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VII. Claims for defects

The Supplier is liable for material defects and defects of title of the delivery to the exclusion of further claims - subject to *paragraph VIII. Liability of the supplier, exclusion of liability* - as follows:

Defects of quality:

- VII.1. All those parts which prove to be defective as a result of a circumstance occurring prior to the transfer of risk shall be repaired or replaced free of defects at the discretion of the Supplier. The Supplier shall be notified immediately in writing of the determination of such defects. Replaced parts become the property of the Supplier.
- VII.2. The Purchaser shall, after consultation with the Supplier, give the Supplier the necessary time and opportunity to carry out all repairs and spare parts deliveries which the Supplier deems necessary at its reasonable discretion; otherwise the Supplier shall be released from liability for the consequences arising therefrom. Only in urgent cases where operational safety is endangered or to prevent disproportionately large damage, in which case the Supplier must be informed immediately, shall the Purchaser have the right to remedy the defect himself or have it remedied by third parties and to demand reimbursement of the necessary expenditure from the Supplier.
- VII.3. The Supplier shall bear the direct costs of the repair or replacement delivery including shipping - provided that the complaint proves to be justified. In addition, the Supplier shall bear any necessary installation and dismantling costs, insofar as this was the subject of the original performance, as well as the costs of any necessary provision of the necessary manpower, including travel costs, insofar as this does not result in a disproportionate burden on the Supplier.
- VII.4. Within the framework of the statutory provisions, the Purchaser shall have the right to withdraw from the contract if the Supplier - taking into account the statutory exceptions - allows a reasonable period of time set for the repair or replacement delivery due to the material defect to elapse without success. If the defect is only insignificant, the Purchaser shall only be entitled to a reduction of the contract price. The right to reduce the contract price is otherwise excluded.
- VII.5. Further claims shall be determined exclusively in accordance with *paragraph VIII.2* of these terms and conditions.
- VII.6. No liability shall be assumed in the following cases in particular:
Unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences - unless the Supplier is responsible for them.
- VII.7. If the Purchaser or a third party carries out improper repairs, the Supplier shall not be liable for the consequences thereof. The same shall apply to modifications to the delivery item carried out without the prior consent of the Supplier.

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Defects of title:

VII.8. If the use of the delivery item leads to an infringement of industrial property rights or copyrights in Germany, the Supplier shall, at his own expense, generally procure the right of further use for the Purchaser or modify the delivery item in a manner acceptable to the Purchaser in such a way that the infringement of property rights no longer exists.

If this is not possible under economically reasonable conditions or within a reasonable period of time, the Purchaser shall be entitled to withdraw from the contract. Under the aforementioned conditions, the Supplier shall also be entitled to withdraw from the contract.

In addition, the Supplier shall indemnify the Purchaser against undisputed or legally established claims of the respective owners of the property rights.

VII.9. The obligations of the Supplier mentioned in *paragraph VII.8* are, subject to *paragraph VII.2*, final in the event of an infringement of property rights or copyrights. They shall only exist if

- the Purchaser informs the Supplier immediately of any asserted infringements of property rights or copyrights.
- the Purchaser supports the Supplier to a reasonable extent in defending the asserted claims or enables the Supplier to carry out the modification measures in accordance with *paragraph VII.8*.
- the Supplier reserves the right to all defensive measures including out-of-court settlements.
- the defect of title is not based on an instruction of the Purchaser and
- the infringement of rights was not caused by the fact that the Purchaser has arbitrarily modified the delivery item or used it in a manner not in accordance with the contract.

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VIII. Liability of the Supplier, exclusion of liability

- VIII.1. If the delivery item cannot be used by the Purchaser in accordance with the contract as a result of suggestions or advice culpably omitted or incorrectly provided by the Supplier before or after conclusion of the contract, or as a result of the culpable breach of other contractual ancillary obligations - in particular instructions for the operation and maintenance of the delivery item - the provisions of *paragraphs VII Claims for Defects and VIII.2* shall apply to the exclusion of further claims by the Purchaser.
- VIII.2. For damage not occurring to the delivery item itself, the Supplier shall be liable - for whatever legal reasons - only
- a. for intent
 - b. in the event of gross negligence on the part of the owner/bodies or executive employees
 - c. culpable injury to life, body, health
 - d. in case of defects which he has fraudulently concealed
 - e. within the framework of a guarantee commitment
 - f. in the case of defects in the delivery item, insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used items.

In the event of culpable violation of essential contractual obligations, the Supplier shall also be liable for gross negligence of non-executive employees and for slight negligence, in the latter case limited to reasonably foreseeable damage typical for the contract.

Further claims are excluded.

IX. Limitation period

All claims of the Purchaser - for whatever legal reasons - shall become statute-barred after 12 months. The statutory periods shall apply to claims for damages under *paragraph VIII.2 a) - d) and f)*. They shall also apply to defects in a building or to deliveries which have been used for a building in accordance with their normal use and have caused its defectiveness.

X. Applicable law, place of jurisdiction

- X.1. The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the Supplier and the Purchaser, excluding the UN Convention on Contracts for the International Sale of Goods.
- X.2. The place of jurisdiction is the court responsible for the Supplier's registered office. However, the Supplier shall be entitled to bring an action at the Purchaser's head office.

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XI. Software usage

- XI.1. Insofar as software is included in the scope of delivery, the Purchaser is granted a non-exclusive right to use the delivered software including its documentation. It is provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited.
- XI.2. The Purchaser may only copy, revise, translate or convert the software from the object code to the source code to the extent permitted by law (§§ 96a ff. UrhG [Copyright Act]). The Purchaser undertakes not to remove manufacturer's details - in particular copyright notices - or to change them without the prior express consent of the Supplier.
- XI.3. All other rights to the software and the documentation, including copies, shall remain with the Supplier or the software supplier. The granting of sub-licenses is not permitted.

XII. Miscellaneous

- XII.1. If different languages are used in the course of correspondence for declarations leading to the conclusion of the contract or in connection with the terms of delivery and if linguistic ambiguities arise due to the translations, the German text version shall be binding.
- XII.2. Should any provision of the delivery contract including these General Terms and Conditions of Delivery be or become invalid, this shall not affect the validity of the remaining provisions. The parties undertake to agree on a legally admissible replacement provision that comes as close as possible to the intended purpose.

As of: 08/2021

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