

General Terms and Conditions (GTC)

of Bernard van Lengerich Maschinenfabrik GmbH & Co. KG (BvL)

Effective as of June 2026

1. Scope of Application, Form

1.1. These General Terms and Conditions (GTC) apply to all deliveries, services, and work performed by Bernard van Lengerich Maschinenfabrik GmbH & Co. KG ("BvL"). They are intended exclusively for business entities as defined in Sections 14 and 310 of the German Civil Code (BGB), legal entities under public law, or special funds under public law. Any deviating, conflicting, or supplementary terms and conditions of the customer shall only become part of the contract to the extent that BvL has expressly agreed to their validity in writing.

1.2. These General Terms and Conditions, in their currently valid version, shall also serve as a framework agreement for future contracts of the same nature, without BvL being required to refer to them again in each individual case.

1.3. Legally relevant declarations and notices that the customer must provide to BvL after the conclusion of the contract (e.g., setting of deadlines, notices of defects, withdrawal) must be in writing (§ 126b BGB) to be effective, unless a stricter written form is required by these General Terms and Conditions.

2. Conclusion of the Contract, Documents

2.1. Offers made by BvL are subject to change and non-binding, unless the offer expressly indicates, in exceptional cases, an intention to be legally bound. An order placed by the customer shall be deemed a binding offer. BvL may accept this offer within 30 days of receipt, in particular by means of an order confirmation or delivery/performance.

2.2. Catalogs, brochures, drawings, calculations, installation plans, references to DIN/EN standards, and other product descriptions or documents—including those in electronic form—are non-binding unless they are expressly made part of the contract.

2.3. The customer must provide the information, approvals, and documents necessary for the performance of the services in a timely manner, in full, and free of charge. Any delays and additional expenses resulting therefrom shall be borne by the customer.

2.4. Subsequent changes or additions to the order or to the essential results of the order must be set forth in writing and confirmed by both parties. In cases where we provide services for which no fixed price has been

agreed upon, the price will be determined by us using our standard billing rates in effect at the time the services are provided. Furthermore, we may invoice all costs incurred, including a reasonable surcharge. Upon request, we will document the surcharge.

3. Prices, Terms of Payment, Set-off

3.1. Prices are net in euros ex works ("EXW" – Incoterms 2020), plus applicable sales tax, packaging, shipping, insurance, and, where applicable, customs duties and levies.

3.2. Unless otherwise agreed, invoices are due for payment net within 30 days. The date of payment shall be the date on which BvL has access to the amount.

3.3. Any agreed discount is not permitted as long as older invoices due have not been paid in full.

3.4. The customer is entitled to set-off and retention rights only with respect to claims that are undisputed, have been legally established, or arise from the same contractual relationship.

3.5. If payment by letter of credit is agreed upon, the letter of credit shall be issued in accordance with ERA 600 (ICC Publication No. 600).

4. Price Adjustment, Supply to BvL

4.1. If, between the conclusion of the contract and delivery, the costs of raw materials, energy, wages/salaries, freight, customs duties, or taxes increase by more than 10% through no fault of BvL, BvL is entitled to adjust the prices proportionally. Notice of the price adjustment must be given at least 6 weeks prior to delivery. The customer may object within 10 days; BvL then has the right to withdraw from the contract or to deliver at the original price.

4.2. If we are unable to meet binding delivery deadlines for reasons beyond our control (e.g., unavailability of the service), we will notify the customer immediately and, at the same time, provide the expected new delivery deadline. If the service remains unavailable even within this new deadline, we are entitled to withdraw from the contract in whole or in part. In this case, we will refund any payments already made by the customer. The service is deemed unavailable, in particular, if we ourselves are not supplied in a timely manner by our supplier, even though a corresponding hedging transaction has been concluded, and neither we nor our supplier are at fault, or if we are not obligated to procure the service in the specific case.

5. Delivery, Deadlines, Transfer of Risk

5.1. Delivery periods and dates are non-binding unless expressly designated as binding. In the case of

shipment, the delivery period refers to the time of handover to the shipping agent or carrier.

5.2. Compliance with delivery and performance deadlines is contingent upon the customer's timely and proper fulfillment of its obligations to cooperate, as well as the clarification of all technical issues.

5.3. Delivery is made ex works ("EXW" – Incoterms 2020) at the customer's risk and expense. Upon request, the shipment will be insured at the customer's expense.

5.4. Partial deliveries are permitted provided that:

- the partial delivery can be used by the customer within the scope of the contractually intended purpose,
- delivery of the remaining ordered goods is guaranteed, and
- this does not result in any significant additional effort or costs for the customer (unless we have agreed to cover these costs).

5.5. The customer has the option of picking up the delivery item from us personally and at their own expense. In this case, the delivery item must be picked up by the buyer immediately, but no later than 14 days after BvL notifies the customer that the item is ready for pickup. If pickup is delayed and the customer is responsible for the delay, the customer shall be in default of acceptance and shall bear the storage costs incurred until the final pickup. Upon the occurrence of default of acceptance, the risk of accidental loss or accidental deterioration of the delivery item shall also pass to the customer. Storage costs amount to a flat rate of [0.25]% of the net purchase price of the delivered goods to be stored per week or portion thereof. Both contracting parties reserve the right to claim and provide evidence of higher or lower storage costs.

6. Force Majeure

6.1. Events of force majeure and other circumstances unforeseeable at the time of contract conclusion and for which BvL is not responsible (e.g., natural disasters, epidemics/pandemics, war, terrorism, strikes/lockouts, government measures, energy or raw material shortages, transportation disruptions, telecommunications/IT failures, sanctions/export bans) shall release BvL from its obligation to perform and from liability for damages for the duration of the disruption and to the extent of its effects.

6.2. If the hindrance is expected to last longer than just temporarily, BvL is entitled to (partial) withdrawal from the contract. In the case of temporary hindrances,

deadlines shall be extended by the duration of the hindrance plus a reasonable restart period. To the extent that acceptance is unreasonable for the customer, the customer may withdraw from the contract upon immediate notification.

7. Export/Sanctions Regulations, Compliance

7.1. The customer must comply with all applicable national, European, and international (re-)export control and sanctions regulations and prevent third parties from circumventing them. Appropriate evidence must be provided upon request.

7.2. The customer shall indemnify BvL against all claims by third parties and measures taken by authorities that result from a culpable breach of the customer's obligations under Section 7.1.

7.3. The customer is obligated to notify us immediately of any irregularities in relevant activities and, upon request, to provide us with all necessary information and documentation required to confirm compliance with applicable export control regulations.

8. Due Date, Default, Security

8.1. In the event of late payment, interest on arrears at the statutory rate shall be payable; further claims remain unaffected.

8.2. If there is concern regarding a significant deterioration in the customer's financial situation (e.g., filing for insolvency), BvL may demand advance payment or the provision of security and may refuse outstanding deliveries until such security is provided.

8.3. In the case of agreed installment or partial payments, the entire remaining balance shall become due immediately if payment is more than three days overdue.

8.4. If delivery is delayed for reasons within the customer's control, the purchase price remains due; BvL may store the goods at the customer's risk and expense.

9. Retention of Title

9.1. BvL retains title to the delivered goods until all claims arising from the business relationship have been fully satisfied.

9.2. The customer must handle the goods with due care and insure them adequately at replacement value against fire, water damage, and theft.

9.3. The customer is entitled to resell the goods in the ordinary course of business; the customer hereby assigns to BvL, in advance, the resulting receivables in the amount of the final invoice amount (including VAT).

The customer remains authorized to collect these receivables until such authorization is revoked.

9.4. Any processing, combination, or mixing of the goods is carried out on behalf of BvL; BvL acquires corresponding co-ownership.

9.5. In the event of attachments or similar interventions by third parties, the customer must notify BvL immediately. BvL undertakes to release collateral of its choice to the extent that its realizable value exceeds the claims to be secured by more than 10%.

10. Rights in Case of Defects (Warranty)

10.1. The customer must inspect the delivered goods immediately upon delivery and report any apparent defects in writing within ten business days; hidden defects must be reported within seven business days of discovery. Otherwise, the delivered goods shall be deemed accepted, § 377 HGB.

10.2. In the event of defects, BvL shall, at its discretion, provide subsequent performance by remedying the defect or making a replacement delivery. For international transactions, BvL may instruct the customer to carry out necessary repairs and reimburse the necessary, reasonable expenses.

10.3. If the subsequent performance fails (at the earliest after two unsuccessful attempts), the customer may claim a reduction in price or rescind the contract.

10.4. Claims for damages and reimbursement of expenses are governed by § 12.

10.5. No warranty is provided for used machinery. Statutory rights of recourse remain unaffected.

10.6. The statute of limitations for claims for defects is 12 months or 1,000 operating hours (whichever occurs first) from the transfer of risk, unless mandatory provisions provide for a longer period.

11. Intellectual Property Rights, Confidentiality

11.1. All copyrights, property rights, and rights of use in products, software, drawings, designs, cost estimates, and other documents supplied by BvL shall remain with BvL.

11.2. If the delivered item infringes the property rights of third parties, BvL shall, at its option, modify or replace it or secure a right of use for the customer; if this cannot be achieved within a reasonable period, the customer is entitled to rescind the contract or claim a reduction in price. Section 12 remains unaffected.

11.3. All information and documents provided to the customer must be treated as confidential; they must be returned upon request.

12. Liability

12.1. BvL shall be liable without limitation in cases of willful misconduct and gross negligence, in cases of injury to life, limb, or health, under the Product Liability Act, and where a warranty has been assumed. If we culpably breach a material contractual obligation, our liability shall be governed by the statutory provisions. Essential contractual obligations are those whose fulfillment is necessary for the proper performance of the contract and on whose compliance the customer may reasonably rely. In such a case, our liability is limited to the foreseeable, typically occurring damage.

12.2. In the event of a breach of material contractual obligations due to slight negligence, liability is limited to foreseeable damages typical for this type of contract. Otherwise, liability is excluded.

12.3. In all other respects, liability is excluded unless the damage occurred to the delivered item itself. In particular, we assume no liability for production downtime, business interruptions, costs associated with any product recalls, lost profits, or other financial losses incurred by the customer.

12.4. The foregoing limitations of liability also apply in favor of BvL's officers, legal representatives, employees, and agents.

13. Acceptance of Work Services

For work performed, acceptance shall be deemed to have taken place if BvL has notified the customer that the work is ready for acceptance and the customer does not refuse acceptance within two weeks by specifying material defects, or if the customer puts the delivered item into productive use.

14. Software Provisions (if applicable)

The customer is granted a simple, non-transferable right of use to the extent provided for in the contract. The provision of source code is excluded unless expressly agreed upon.

15. On-Farm and Demonstration Conditions

15.1 The conclusion of a legally binding purchase contract is a prerequisite for granting permission for a farm or field trial. Confirmation of the farm or field trial must be provided by the manufacturer.

15.2 The machines must be tested upon receipt, unless a specific date has been agreed upon. The on-

site or field trial may not last longer than 3 days, unless otherwise agreed.

15.3 If the machine functions properly, the recipient is obligated to accept it under the agreed-upon terms. A farm or field trial is also considered passed if the machine was in use for longer than 3 days or for the agreed-upon period. If a yard or field test is not passed, this must be confirmed in writing by both parties, and the customer may return the machine undamaged and cleaned. The user is liable for any damage resulting from improper use of the machine.

15.4 If we provide the customer with a machine for use as a temporary replacement, for a demonstration, or for any other purpose, that machine remains the property of Bernard van Lengerich GmbH & Co. KG.

15.5 The temporary replacement or demonstration machine is provided to the customer for an agreed-upon period and may be reclaimed by us at any time.

15.6 The customer agrees to handle the machine with care and diligence. The machine must not be made accessible to third parties. The customer is liable for loss of or damage to the machine resulting from negligence or improper use, as well as for any unauthorized modifications. The customer is also responsible for theft, vandalism, and fire or water damage. In this regard, liability and comprehensive insurance must be obtained if necessary.

15.7 The customer must return the machine in the same condition as it was at the time of handover. The machine should show only signs of wear and tear that are unavoidable when used as intended under this contract. The customer is not liable for wear and tear or damage resulting from wear and tear. Any wear and tear must be reported to BvL immediately.

16. Data Protection

BvL processes the customer's personal data for the purpose of contract performance in compliance with applicable data protection laws. Further information can be found in BvL's Privacy Policy, available at <https://www.bvl-farmtechnology.com/de/datenschutz/>

17. Final Provisions

17.1. German law shall apply, excluding the conflict-of-laws provisions of German private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).

17.2. The place of jurisdiction and performance is the registered office of BvL (48488 Emsbüren, Federal Republic of Germany). BvL is also entitled to sue the

customer at the customer's general place of jurisdiction.

17.3. Should any individual provisions be or become invalid, the validity of the remaining provisions shall remain unaffected. In place of the invalid provision, a provision shall be deemed agreed upon that most closely approximates the economic purpose.

Bernard van Lengerich Maschinenfabrik GmbH & Co. KG

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