

**1. Validity of these terms and conditions**

- 1.1 The following terms and conditions shall apply to the exclusion of all possible deviating terms and conditions of the CUSTOMER for the business relationship between Bizerba SE & Co. KG (BIZERBA) and the CUSTOMER, insofar as the business relationship includes the delivery of used Bizerba devices (hereinafter referred to as USED PRODUCTS) from BIZERBA to the CUSTOMER. A CUSTOMER can only be an entrepreneur in the sense of § 14 BGB (German Civil Code). USED PRODUCTS in the sense of these provisions expressly do not include new equipment, paper and labels, receipt rolls, linerless paper, thermal transfer ribbons, packaging films and similar products. For these, the delivery terms and conditions for paper and labels and similar products of BIZERBA apply. USED PRODUCTS are expressly offered as used products.
- 1.2 Orders placed with BIZERBA on the basis of the CUSTOMER's standard terms and conditions of purchase shall always be deemed to have been concluded in accordance with BIZERBA's terms and conditions, even if these are not expressly rejected.
- 1.3 If these terms and conditions are already known to the CUSTOMER, they shall apply to future transactions with USED PRODUCTS even without new notification. Delivery or receipt of USED PRODUCTS shall constitute acceptance of these terms and conditions.
- 1.4 Agreements which alter or supplement these conditions, side agreements as well as conditions of the CUSTOMER shall only be effective if they are confirmed in writing by BIZERBA. Trade representatives and commercial travelers from BIZERBA are not authorized to award binding statements.

**2. Quotations**

- 2.1 BIZERBA quotations are subject to change and non-binding, as long as nothing different results from the concrete quotation text. Changes to the specifications made by BIZERBA are possible at any time by simple notification even after submission of the quotation until the order is placed by the CUSTOMER. Even after an order has been placed, specifications are subject to change if technically necessary.
- 2.2 If, as an exception, a binding quotation without an acceptance period exists, this can be accepted at the latest within 14 days (received by BIZERBA) by order of the CUSTOMER after submission of the quotation.
- 2.3 Drawings, general statements of condition or public statements such as advertising statements or other documents (hereinafter: DOCUMENTS) serve only for orientation of the CUSTOMER and are not to be regarded as an agreement on the quality or assumption of a guarantee of quality with regard to the USED PRODUCT. BIZERBA reserves the unrestricted property rights and copyright exploitation rights to the DOCUMENTS. The DOCUMENTS may only be made available to third parties with BIZERBA's prior written consent and must be returned immediately if no order is placed.

**3. Orders, order confirmations**

- 3.1 If requested, Bizerba will prepare an individual quotation for a USED PRODUCT. For this purpose, the customer shall notify in advance the intended place of operation. It should be noted that USED PRODUCTS, especially in connection with weighing systems, may only be configured for the original place of installation. The customer is responsible for any change in the notified place of installation.
- 3.2 Orders of the individually offered USED PRODUCT are binding for the CUSTOMER.
- 3.3 Orders are to be accepted by written order confirmation from BIZERBA unless these are orders on a binding quotation. Orders are also considered accepted if BIZERBA has not declared a refusal within 20 days after receipt of the order. The CUSTOMER waives the access to the declaration of acceptance § 151 p.1, 2. old BGB (German Civil Code). In all other respects, the orders or order confirmations deviating from the order shall be deemed to have been accepted upon acceptance of the delivered USED PRODUCTS.

**4. Pricing and payment**

- 4.1 The price owed is to be taken from the individual quotation. Unless otherwise mentioned in the quotation, Incoterms 2010 ex factory from the respective production site of BIZERBA shall apply.
- 4.2 Unless otherwise stated in the quotation, the validity of the quotation is limited to 4 weeks.
- 4.3 Invoice amounts are to be paid in full within 14 days of the invoice date. The CUSTOMER is not entitled to a cash discount.
- 4.4 The CUSTOMER shall not be entitled to withhold or set off payments due to counterclaims which are not based on this contractual relationship. Furthermore, the CUSTOMER may only make use of the right to retention of goods if the counterclaims are undisputed and legally binding. In the event of claims based on a dereliction of duty by BIZERBA arising from this contractual relationship, the CUSTOMER's reciprocal rights shall remain unaffected.
- 4.5 The occurrence of a significant deterioration in the pecuniary circumstances of the CUSTOMER, or other circumstances that considerably impair the customer's creditworthiness, shall result in all of BIZERBA's receivables becoming due immediately. Immediate maturity shall apply in particular in the following cases:
  - If the CUSTOMER is at least 4 weeks in arrears with not only insignificant claims and/or,
  - If there is a significant deterioration or a significant threat to the financial circumstances of the CUSTOMER or the customer's general partner or in the value of the collaterals provided for this contract,
  - If the CUSTOMER passes away or the customer's general partner passes away or changes,
  - Upon cessation of the CUSTOMER's business operations;
  - In case of imminent insolvency or excess debt of the CUSTOMER.
  - In the event of immediate maturity of the claims, BIZERBA shall also be entitled to render performances only after payment of the due claims as well as against advance payment or against the lodging of security, and if BIZERBA's demand for this is abortive to rescind the contract.
- 4.6 If the CUSTOMER continues to violate the terms of payment or violates them significantly, BIZERBA is entitled to withdraw from the contract after the unsuccessful expiration of an appropriate payment deadline and, in particular, to demand damages instead of performance. The liability for damages caused by delay remains unaffected.
- 4.7 The place of performance for the CUSTOMER's payment obligations is Balingen, Germany. § 270 par. 1 BGB (German Civil Code) remains unaffected.
- 4.8 Trade representatives and commercial travelers from BIZERBA are not authorized to make collection and deferment agreements.

**5. Delivery time**

- 5.1 Delivery times given by BIZERBA before the quotation are only approximate. Solely the information in the quotation is binding.
- 5.2 The calculation of the delivery time begins with the dispatch of the order confirmation, but not before receipt of an agreed advance payment, if agreed and not before the CUSTOMER has fulfilled all the conditions incumbent on him for the execution of the transaction.
- 5.3 If BIZERBA is prevented from the timely delivery due to unforeseeable events or events for which BIZERBA is not responsible which are unavoidable with reasonable care, the delivery time is extended appropriately.
- 5.4 The delivery time shall be deemed to have been complied with if notification of readiness has been given by the time it expires. If dispatch has been agreed, the delivery time shall be deemed to have been complied with when the USED PRODUCTS have left the factory or notification has been given that they are ready for dispatch.

**7. Delivery, dispatch and transfer of risk**

- 7.1 Delivery shall be ex factory Incoterms 2010 from the respective production site of BIZERBA. Dispatch of USED PRODUCTS by BIZERBA to the CUSTOMER as well as further services are in general not owed.
- 7.2 The risk of accidental destruction or deterioration of the USED PRODUCTS shall pass to the CUSTOMER upon notification of readiness, at the latest at the time of handover to the carrier.
- 7.3 If a dispatch by BIZERBA to the CUSTOMER is agreed in individual cases, the CUSTOMER bears the risk and the costs of the dispatch, in particular the costs for dispatch and dispatch packaging as well as the required working time of the BIZERBA employees which is to be compensated appropriately. Shipping method and shipping route are chosen by BIZERBA, unless a specific agreement is in place in this regard. The costs for agreed deviating wishes of the CUSTOMER shall be the responsibility of the CUSTOMER. The risk is transferred to the CUSTOMER with the notification of readiness for shipment, or at the latest when the USED PRODUCTS have left the BIZERBA factory.
- 7.4 If the CUSTOMER does not accept the USED PRODUCTS immediately after the notification of readiness for shipment, BIZERBA shall, if possible, store them for the CUSTOMER at the CUSTOMER's risk and expense. The storage does not release the CUSTOMER from the customer's payment obligation.
- 7.5 Partial deliveries which are reasonable for the CUSTOMER are permissible.
- 7.6 For deliveries abroad, the CUSTOMER bears the risk of shipment. The implementation of any necessary customs clearance measures is the responsibility of the CUSTOMER, as is compliance with any existing official import regulations of the country of destination.

**8. Packaging**

- 8.1 Packaging will be charged unless otherwise agreed. A refund of the packaging costs due to return is not possible. As far as legally permissible, the CUSTOMER will make arrangements with BIZERBA for the disposal of the packaging.
- 8.2 As far as BIZERBA is legally obligated to dispose of packaging materials, this will be done by BIZERBA at the request of the CUSTOMER.

**9. Retention of ownership**

- 9.1 BIZERBA reserves the ownership of the delivered USED PRODUCTS until full payment of the purchase price. In the business transactions the retention of title applies furthermore up to the fulfillment of all demands from the current business relation between the CUSTOMER and BIZERBA.
- 9.2 The retention of title shall remain in force even if individual claims have been included in current invoices and the balance has been struck and acknowledged.
- 9.3 Any processing or mixing of the USED PRODUCTS shall be carried out by the CUSTOMER on behalf of BIZERBA, without any liability arising for BIZERBA from such processing or mixing. In the event of processing or mixing with other items not belonging to BIZERBA, the CUSTOMER hereby assigns to BIZERBA co-ownership of the new item in the ratio of the value of the USED PRODUCTS to the other processed items as security for BIZERBA's claims. The CUSTOMER safeguards the new item free of charge for BIZERBA.
- 9.4 The CUSTOMER is entitled to dispose of the USED PRODUCTS delivered under retention of title in the ordinary course of business as long as the customer fulfills his obligations from the business relationship with BIZERBA in due time.
- 9.5 The CUSTOMER already now assigns claims from the sale of USED PRODUCTS, to which BIZERBA is entitled to property rights, or for another legal reason (insurance, compensation for damages, etc.) to BIZERBA as security according to the extent of BIZERBA's property share in the sold USED PRODUCTS. BIZERBA declares already now the acceptance of this assignment. If the CUSTOMER combines or mixes the USED PRODUCTS against payment with an object owned by a third party, already now the customer hereby assigns his claims for remuneration against the third party up to the amount of the invoice value of the USED PRODUCT to BIZERBA as security. BIZERBA declares already now the acceptance of this assignment.
- 9.6 Upon request, the CUSTOMER has to provide BIZERBA with all necessary information about the stock of the USED PRODUCTS owned by BIZERBA and about the claims assigned to BIZERBA, as well as to inform his buyers about the assignment.
- 9.7 The CUSTOMER is obligated to carefully store the USED PRODUCTS delivered under reservation of title and to insure them at the customer's own expense against all reasonable risks, in particular against loss and damage. The customer hereby assigns his claims from the insurance contracts to BIZERBA in advance. BIZERBA accepts this assignment already now.
- 9.8 If the value of the collaterals provided to BIZERBA by the CUSTOMER exceeds BIZERBA's claims by more than 10 percent, BIZERBA shall release them to that extent.
- 9.9 The right of the CUSTOMER to dispose of the USED PRODUCTS under reservation of title of BIZERBA, as well as to collect the claims assigned to BIZERBA, expires as soon as the CUSTOMER is more than 14 days in arrears with due payment obligations, stops payment in general and/or falls into financial collapse. The aforementioned right of the CUSTOMER shall further expire in the event of immediate maturity of the claims pursuant to clause 4.6. If the aforementioned conditions occur, BIZERBA is entitled to demand the immediate surrender of the entire USED PRODUCTS subject to retention of title or the assignment of those claims for surrender of the CUSTOMER against third parties which refer to USED PRODUCTS subject to retention of title. This shall apply to the exclusion of any right of retention of the CUSTOMER insofar as this is not based on the same contractual relationship. The setting of a grace period or the exercise of a withdrawal from the contract shall not be required for the immediate demand for surrender or with regard to the above-mentioned assignment of claims for surrender. The above-mentioned request for surrender or assignment does not constitute a contract withdrawal.
- 9.10 The CUSTOMER shall prevent access by third parties to the USED PRODUCTS subject to retention of title as well as to the assigned claims. The CUSTOMER has to inform BIZERBA immediately about imminent or executed access of third parties. Costs which BIZERBA incurred by interventions shall be the responsibility of the CUSTOMER.
- 9.11 Insofar as the retention of title should not be effective according to the law of the country in which the delivered USED PRODUCTS are located, the CUSTOMER shall provide equivalent collateral upon request. If the CUSTOMER does not comply with this request immediately, BIZERBA may demand immediate cash payment of all outstanding invoices without regard to agreed payment terms and liquidate existing collaterals.

**10. Duty of inspection and notification**

- 10.1 The CUSTOMER has to examine the goods immediately and to give notice of defects in writing to BIZERBA immediately, at the latest 14 days after delivery. A notice of defects against trade representatives and commercial travelers is not sufficient.
- 10.2 Hidden defects must be reported immediately, at the latest 14 working days after their discovery.
- 10.3 The timely dispatch of a written notice of defect with a precise description of the defects complained of shall be sufficient to comply with the time limit for lodging a complaint.
- 10.4 If complaints or notices of defects are not given or not given in time, the USED PRODUCTS shall be deemed approved.

**11. Owed object condition and warranty**

- 11.1 The USED PRODUCTS are used and offered in the quality levels "sold as seen", "solid" or "premium". This means that all USED PRODUCTS show at least signs of use and wear and tear. The USED PRODUCTS correspond, as far as permissible, to the state of the art at the time they were first placed on the market within the European Economic Area.
- 11.2. Unless expressly agreed otherwise, the quality levels include exclusively:

11.2.1 "Sold as seen": The used product has not been refurbished and may not be functional immediately. The device software is not updated. Claims against BIZERBA due to a defect

- are excluded provided that there is no intent or the defect was not fraudulently concealed by BIZERBA.
- 11.2.2. "Solid": The USED PRODUCT is functional but not verified, the customer is responsible for any verification. The device software is not updated if it is not necessary to achieve operational capability. The USED DEVICE is not cleaned.
- 11.2.3. "Premium": The USED DEVICE is cleaned but not verified. The customer is responsible for any verification. Functionally relevant parts have either been checked or replaced. At delivery, included software is at the current state which is possible for this device.
- 11.3 If the USED PRODUCT does not correspond to the quality level offered at the time of transfer of risk, the following shall apply:
- 11.3.1. Claims due to defects of USED DEVICES are excluded if the used devices were sold with quality level "sold as seen" in accordance with 11.2.1. provided that there is no intent or the defect was not fraudulently concealed by BIZERBA.
- 11.3.2. Claims for defects of USED DEVICES sold with quality level "Solid" according to 11.2.2. shall become time-barred within 3 months from the date according to clause 11.3.4. The reduction of the warranty does not apply if there is intent on the part of the seller or if the defect was fraudulently concealed.
- 11.3.3. Claims for defects of USED DEVICES sold with quality level "Premium" according to 11.2.3. shall become time-barred within 6 months from the date according to clause 11.3.4. The reduction of the warranty does not apply if there is intent on the part of the seller or if the defect was fraudulently concealed.
- 11.3.4. As a rule, this period begins with the date of notification of availability of the ordered goods, in the case of agreed shipment with the date of notification of readiness for shipment. In any case, this period shall begin no later than upon invoicing. In the event of rectification of defects or delivery of spare parts within the scope of rectification, the period for rectification shall not start anew. The warranty period does not apply to compensation for damages due to gross negligent or intentional violation of duties by BIZERBA or its assistants, also in the event of injury to life, body and health. Clause 12 applies for other claims for compensation.
- 11.4. Any conditions going beyond the overall description of quality pursuant to clause 11.2 must be expressly agreed in writing. Any objectives of the CUSTOMER or pre-contractual DOCUMENTS which have not been expressly agreed in writing as the owed condition of a concretely assigned USED PRODUCT do not define the owed object condition. If the USED PRODUCT does not have the quality expressly exceeding the quality level at the time of transfer of risk, the CUSTOMER shall be entitled to rectification of defects.
- 11.5 BIZERBA is entitled to refuse the rectification of defects if associated with disproportionate expenditure. The CUSTOMER shall then be entitled to the rights set forth under clause 11.6. A disproportionate effort for the selected type of supplementary performance shall be assumed in particular if the costs of supplementary performance exceed the value of the USEDPRODUCT at the time of passing of risk by at least 20%.
- 11.6 If BIZERBA does not succeed within an appropriate period of time to remove the lack in accordance with clause 11.4, the CUSTOMER may choose to reduce the purchase price, withdraw from the contract or require payment of damages. The provisions of clause 12 shall apply accordingly. The right to withdraw from the contract and to claim damages is excluded in the event of insignificant defects. The warranty period for the quality expressly exceeding the quality level is 12 months. Please refer to clause 11.3.4.
- 11.7 Warranty for defects shall not exist in particular if and insofar as the defects occurred to the USED PRODUCT or to other legal assets of the CUSTOMER are causally attributable to the following reasons:
- Incorrect information on the intended use, location or conditions of use of the USED PRODUCT and/or deviating shipment from the agreed place of use,
  - Incorrect further processing, assembly, handling,
  - Normal or excessive wear and tear which cannot be attributed to production or material defects,
  - Excessive use and incorrect handling of the USED PRODUCT,
  - Incorrect installation of the USED PRODUCT by the CUSTOMER or third parties, unless the incorrect installation is based on instructions from BIZERBA,
  - Non-compliance with the instructions for start-up and operation of the USED PRODUCT stated in the operating instructions or given by BIZERBA or
  - Interventions by persons not authorized by BIZERBA, or use of non-genuine Bizerba spare parts and accessories, in particular also non-use of Bizerba thermal receipt rolls and labels, or operating equipment manufactured according to Bizerba specifications and approved by BIZERBA.
- 11.8 Of the direct costs arising from the repair or replacement delivery, BIZERBA shall bear - insofar as the complaint proves to be justified - the expenses directly necessary for the purpose of subsequent performance, in particular the costs of the spare part including shipment. Assembly and disassembly only if this was part of BIZERBA's original obligations. For the remainder, the CUSTOMER shall bear the costs. Insofar as the expenses increase due to the fact that the USED PRODUCT was transported by the CUSTOMER or third parties to a location outside the place of use of the first placing on the market, the CUSTOMER shall bear the additional costs resulting therefrom in connection with the elimination of the defect. This includes, in particular, incurred costs for travel and accommodation as well as an appropriate remuneration of necessary set-up, working and travel times of the BIZERBA employees.
- 11.8 The services pursuant to clause 11 and/or 12 shall be provided in any case without recognition of any legal obligation.
- 11.9 If there is a sales relationship between BIZERBA and the CUSTOMER, BIZERBA provides warranty by supplying spare parts. The CUSTOMER takes over further expenditure for the execution of the warranty himself. Further warranty claims for defects are settled in all other respects according to the regulations of the sales relationship existing between BIZERBA and the CUSTOMER.
- 12. Other claims for damages**  
In the event of a simple neglectful violation of duties of essential contractual obligations by BIZERBA or by BIZERBA's agents, the liability of BIZERBA is limited to the foreseeable damage typical for the contract, unless it is a case of an intentional or grossly negligent violation of duties. This does not apply in the event of injury to life, the body or health. Exemption from liability does not apply in cases where the Product Liability Act imposes liability on producers for harm to people or damage to privately used property caused by defective delivery items. This scope of liability also applies to any indemnity claims expressly assumed by BIZERBA. To this extent, in particular, the objection of contributory negligence or contributory causation by the CUSTOMER or third parties is not waived.
- 13. Exemption for the use of the USED PRODUCTS outside the place of use of the first placing on the market**  
The CUSTOMER indemnifies BIZERBA from any liability for possible claims of third parties, which would be justified according to the legal regulations of the country, if applicable, in which the PRODUCT is used deviating from the place of use of the first placing on the market and which go beyond the liability regulated in clause 11 and 12.
- 15. Software**  
If software is included in the scope of delivery of the USED PRODUCTS, the software is basically also used. Reference is made to any third-party software or open source software which may be included. Relevant third-party license terms must be observed. The BIZERBA license conditions apply in addition.
- 17. Installation**  
If the order includes installation services to be provided by BIZERBA, the installation conditions of BIZERBA shall apply additionally.
- 18. Place of jurisdiction, place of performance and choice of law**  
18.1. Place of fulfillment and jurisdiction is Balingen.  
18.2. Only the substantive law of the Federal Republic of Germany shall apply to the contractual relationships between BIZERBA and the CUSTOMER, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 19. Validity Clause**  
If any provisions of these conditions are or become wholly or partly invalid or unenforceable or if a loophole emerges in these conditions, this shall not affect the validity of the remainder of the conditions. The parties shall replace the invalid or unenforceable provision with an agreement which comes closest to the commercial purpose of the invalid provision. This shall also apply if the invalidity concerns a time limit or a period of time. In such cases, the parties shall agree on a legally permissible date or time period. In the case of a loophole, the provision that corresponds to what would have been agreed as per the purpose of these conditions if the contracting parties had considered the matter from the outset shall be deemed to be agreed.