

MMM tech support GmbH & Co. KG, Weigandufer 18, 12059 Berlin

CNR - Institute for Sustainable Plant Protection  
Via Amendola 165 A

70126 BARI  
Italia - Italien

Customer No.: 15106  
Processed by: tm  
Order No.: N° 89/2024  
VAT No.: IT02118311006  
from Quotation No.: 20240244  
Delivery date: 14.06.2024  
Date: 14.06.2024

## P.O. Confirmation No. 20240299

Thank you very much for your order, which we herewith confirm. All sales are according to our general terms of trade, as attached.

Pos.	Qty.Unit		Art.-No.	Description	Price/Unit EUR	Amount EUR
1	1,00	Stck./pcs	M-DG	Compression Gland Sealing System, bladed grasses up to 18 mm width  Pos. 1 including: Compression Gland Base, Insert, 5 x Compression Gland Gasket, Spare parts	395,00	395,00
Subtotal						425,00
plus Versandkosten/ Handling & Freight Charges						30,00
Subtotal						425,00
tax free (USt. freie innergemeinschaftliche Lieferung)					425,00	
<b>Total amount</b>						<b>425,00</b>

Zahlung: Sofort ohne Abzüge / Payment: Immediately after reception of Goods

DAP - Delivered At Place/ Geliefert benannter Ort

Thank you for your order.

**General Terms and Conditions (January 1<sup>st</sup> 2013)****§ 1 Scope of Validity**

1. The following General Terms and Conditions shall apply for all business relations between us and the customer. The version effective at the time of the conclusion of contract is in each case definitive.
2. "Consumers" are understood in these Terms and Conditions as individuals with whom business relations are entered into, provided that no commercial or self-employed activity is attributable to them. "Commercial customers" are understood in these Terms and Conditions as individuals or legal entities or private companies with whom business relations are entered into and who are acting in exercise of their commercial or self-employed activity. "Customers" are understood in these Terms and Conditions to include both consumers and commercial customers.
3. Other terms and conditions that deviate from, contradict or add to these Terms and Conditions shall not constitute an element of the contract, even if we are aware of the former, unless we expressly agree in writing to their validity.

**§ 2 Conclusion of Contract**

1. The conditions governing the sale of our products are subject to change and non-binding. Our presentation of the goods on the Internet does not constitute an offer, but rather a non-binding invitation to the customer to place an order. We reserve the right to make changes of a technical or other nature concerning form, colour or weight within a reasonable scope.
2. In ordering the desired goods, the customer declares with binding effect their intention to buy said goods (contract offer). We will confirm receipt of the customer's order without delay. The confirmation of receipt shall not constitute a binding acceptance of the order by us. Confirmation of receipt shall only constitute a notice of acceptance where we explicitly declare this. The receipt of a telephone order does not represent a binding acceptance of the order by us.
3. We are entitled to accept the contract offer implicit in the order within two weeks. In the case of electronic dispatch we are entitled to accept the order within three working days of having received it. We are entitled to refuse acceptance of the order – for example after examining the customer's creditworthiness.
4. The contract is subject to the reservation of non-delivery or partial delivery in the event that we are unable to obtain the supplies required. This shall only apply where we are not responsible for the non-delivery of supplies. The customer shall be notified immediately in the event of non-availability or only partial availability of the goods. Any payments will be reimbursed without delay.
5. If the customer orders the goods electronically, the contract text is to be stored by us and sent to the customer together with the legally effective General Terms and Conditions by e-mail after entering into the contract.

**§ 3 Surrendered Documentation**

We will retain the right of ownership and copyright in respect of all documentation, such as calculations, drawings etc., surrendered to the customer in connection with the placing of the order. This documentation may not be made accessible to third parties, unless we expressly give the customer written permission to do so. Unless we accept the customer's offer within the time period specified in § 2 para. 3., this documentation is to be returned to us without delay.

**§ 4 Reservation of title**

1. In the case of consumers, we reserve the right to ownership of the goods until the purchase price has been paid in full.
  - In the case of commercial customers, we reserve the right to ownership of the goods until full settlement of all outstanding claims from an ongoing business relationship. Where the value of the goods subject to reservation of title exceeds the claims to be secured from the ongoing business relationship by 25 percent, we shall be obliged to release said goods where requested.
  2. The customer is obliged to take good care of the goods for the duration of the reservation of title. If maintenance and inspection work is required, the customer shall perform these regularly at their own expense. The customer must notify us in writing and without delay of any third-party access to the goods, particularly with respect to acts of foreclosure, as well as possible damage to or destruction of the goods. Any change in ownership of the goods or change of address must be communicated by the customer to us without delay. The customer must compensate us for all damages and costs arising from a violation of these obligations and from necessary interventionary measures to prevent third-party access to the goods.
  3. In the event of behaviour of the customer that is contrary to the contract, in particular in the event of default of payment, we are entitled to withdraw from the contract and demand the return of the goods. We are in addition entitled to withdraw from the contract and demand the return of the goods where the customer violates an obligation as described in para. 2, if we can no longer be reasonably expected to adhere to the contract.
  4. Commercial customers are entitled to resell the goods in the normal course of business. They herewith assign to us all amounts payable to the extent of the final invoice amount accruing to them from the resale of the delivered goods to third parties. We herewith accept the assignment. The commercial customer shall remain entitled to collect these claims after this assignment. We reserve the right to collect the claim ourselves in the event that the commercial customer fails to properly meet their payment obligation and defaults on payment.
- In transforming or further processing the goods delivered, the commercial customer shall always act in our name and on our behalf. If the purchased item is combined with other items, we will acquire joint title to the new item in the proportion of the value of the item supplied by us. The same shall apply if the goods are combined with other items that do not belong to us.

**§ 5 Right of Withdrawal in the Case of Distance Contracts**

1. The consumer shall have the right to withdraw their declaration of intention aimed at the conclusion of a contract within two weeks of receipt of the goods. No reason need be given for such withdrawal, which is to be declared by way of a written notice or by return of the goods; timely dispatch shall be sufficient for meeting the deadline. The right of withdrawal does not apply to items dispatched in the form of a file by electronic means. In addition, the right of withdrawal does not include audio or video recordings or software if the seal of the data carriers delivered has been broken by the consumer. The right of withdrawal shall expire prematurely if we have with the express approval of the customer commenced the performance of the service prior to the end of the withdrawal period or the consumer has himself had this performed (e.g. via a download etc.).
2. When a consumer exercises their right of withdrawal, they shall be obliged to return the goods provided they can be sent by parcel post. Up to a maximum value of EUR 40,00 of the items to be returned the cost of return shall be borne by the consumer, except if the goods delivered are not those ordered. If the value of the items to be returned exceeds EUR 40,00, the return of the goods shall not be at the consumer's expense.
3. The consumer shall pay compensation for any deterioration of the goods caused by usage of the goods in accordance with their intended use. The consumer is entitled to inspect the goods with due care as would be possible in a retail store. Any depreciation caused by usage beyond the pure inspection of the goods resulting in the goods not being able to be sold as "new" shall in the event of withdrawal be borne by the consumer.

**§ 6 Delivery Period and Payment**

1. The beginning of the delivery period as defined by us assumes the timely and orderly fulfilment of the customer's obligations. We reserve the right to the exception of non-performance.
  2. Prices quoted are binding. Prices do not include applicable statutory sales tax (VAT) and the relevant shipping costs. For commercial customers, the dealer price list applies. The version effective at the time of the conclusion of contract is definitive.
  3. The customer shall not incur any additional costs if the order is placed via telecommunication means. The customer may pay the amount via bank transfer (in advance). We reserve the right to exclude specific modes of payment.
- In the case of payment by invoice, the customer undertakes to pay the price no later than 30 days after receiving the goods. After this period, the customer will be in default of payment. The consumer will be charged interest on overdue amounts during the period of default at a rate of 5 percent above the base lending rate. The commercial customer will be charged interest on all overdue amounts during the period of default at a rate of 8 percent above the base lending rate. With respect to commercial customers we reserve the right to prove and assert higher damage claims due to the default.

**§ 7 Prohibition of Offsetting, Retention and Assignment of Claims**

1. Customers shall only be entitled to offset payment if their counterclaims have been ascertained in a legally valid form and been accepted by us.
2. Consumers may only exercise a right of retention if their counterclaim is based on the same contractual relationship.
3. Commercial customers may only exercise a right of retention if based on undisputed or legally established counterclaims arising from the same contractual relationship.
4. The assignment of claims asserted against us shall be excluded.

**§ 8 Passing of Risk**

1. In the case of consumers, the risk of accidental loss and accidental deterioration of the goods sold shall pass upon delivery to the customer; this shall also apply for delivery by carrier.
- In the case of commercial customers, the risk of accidental loss and accidental deterioration of the goods shall pass to the commercial customer upon delivery of the goods – in the case of delivery by carrier upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to effect shipment. For the delivery of the goods it makes no difference whether the customer is in default of acceptance.
2. When data are downloaded or transmitted via the Internet, the risk of loss or modification of the data passes to the customer once the data have crossed the network interface.

**§ 9 Warranty**

1. Consumers shall be entitled to choose between supplementary performance by repair or a substitute delivery. We shall be entitled to refuse the type of supplementary performance selected if this would entail unusually high costs and if the other type of supplementary performance would not cause any unreasonable inconvenience to the consumer. In the case of commercial customers we shall at our discretion initially remedy any defects of the goods by repair or delivery of substitute goods.
  2. If supplementary performance is unsuccessful, the customer may at their choice request a lowering of the purchase price (reduction) or rescind the contract (withdrawal) or claim damages. In the case of minor defects the customer shall not be entitled to withdraw from the contract. Should the customer opt for damages, the limitations on liability acc. to § 9 para. 1 and 2 of the General Terms and Conditions shall apply.
  3. Consumers must complain in writing about obvious defects within two weeks of receiving the goods; failing this, any assertion of warranty claims shall be impossible. Timeliness shall be ensured if the complaint is posted within the prescribed time period.
  4. Commercial customers must examine the goods delivered without delay for damage in transit as well as deviations in quality and quantity, and provide written notification of noticeable defects no later than one week after receiving the goods, citing concrete designations of the defects. Non-visible defects must be reported to us in writing no later than one week after their discovery. The time at which the report of defects is received by us shall determine the time limit. The full burden of proof with respect to any and all requirements for asserting the claim, especially the defect itself, the time of identifying the defect and the timeliness of the complaint, shall lie with the commercial customer. The notice deadlines constitute cut-off deadlines.
  5. The warranty period for consumers shall be two years as of delivery of the goods.
- The warranty period for commercial customers shall be one year as of delivery of the goods.
- In the case of used goods, the warranty period shall be one year as of delivery of the goods. The one-year warranty period shall not apply if we can be considered guilty of gross negligence or in the case of any physical injury, loss of life or damage to health on the part of the customer that can be attributed to us. This shall not affect our liability under the German Product Liability Act [*Produkthaftungsgesetz*].
5. We provide no guarantees to our customers in the legal sense. Manufacturers' warranties remain unaffected by this.

**§ 10 Limitations on Liability**

1. In the case of ordinarily negligent breaches of obligations, our liability and the liability of our vicarious agents shall be limited to the foreseeable, contract-typical, immediate average damage. Neither we nor our vicarious agents may be held liable for ordinarily negligent breaches of non-material contractual obligations whose violation does not endanger the implementation of the contract. The above limitations on liability do not affect any claims of the customer under product liability laws or guarantee. Furthermore, the limitations on liability do not apply in the event of any physical injury, loss of life or damage to health on the part of the customer that can be attributed to us.
2. We may not be held liability for consequential damage arising from the incorrect use or instalment by the customer of the goods supplied.

**§ 11 Final Provisions**

1. The law of the Federal Republic of Germany shall apply. In the case of consumers who conclude the contract for other than professional or commercial purposes, this place of jurisdiction shall only apply to the extent that the consumer shall not be deprived of the mandatory legal provisions that would protect them in their usual country of residence. The United Nations Conventions on Contracts for the International Sale of Goods shall not be applicable.
2. Our principal place of business (Berlin) shall be the exclusive venue of jurisdiction concerning all disputes arising under this contract where the customer is a businessperson, a legal entity under public law or a public special-purpose fund. The same shall apply in the event that the customer has no general place of jurisdiction in Germany or that their place of residence or usual abode at the time of commencement of an action is not known.
3. Should any of the provisions of the contract with the customer, including these General Terms and Conditions, be or become ineffective in whole or in part, the validity of the remaining provisions shall not be affected. The provision that is ineffective in whole or in part shall be replaced by a provision that approximates as closely as possible the economic intention of the invalid one.