

General Conditions of Sale
AFS AGRO FLOW SYSTEM GmbH
with registered office at Berlin, Germany

1. Applicability

1.1. These conditions are applicable to all agreements concluded by AFS AGRO FLOW SYSTEM GmbH (hereinafter referred to as the AFS AGRO FLOW SYSTEM), to all services to be provided and to all offers made by AFS AGRO FLOW SYSTEM, all such with the exclusion of the terms and conditions of purchasers or other parties as indicated and/or stated as having been lodged on their letterheads, order and delivery forms, invoices, etc.

1.2. Purchasers accept these conditions by the simple act of submitting an order.

1.3. Variation of these conditions is only possible on a transaction by transaction basis if expressly agreed in writing.

2. Offers and confirmations

2.1. All offers are without obligation unless specifically stated to the contrary in writing. AFS AGRO FLOW SYSTEM is not liable for errors or deviations from samples, drawings, indicated measurements, weights, models, colors and/or other data provided by AFS AGRO FLOW SYSTEM to the purchaser.

2.2. When placing orders the purchaser must provide all relevant information regarding invoice instructions, delivery address, import licenses (where applicable) transport markings as well as instructions for the route to be followed and the preferred transportation method.

2.3. The goods used by AFS AGRO FLOW SYSTEM are designed for use in a moderate climate.

Accuracy is guaranteed for temperatures in the range 0°C to 35°C unless specified to the contrary in the product specification.

2.4. Orders shall only become binding upon AFS AGRO FLOW SYSTEM after they have been accepted or confirmed in writing by AFS AGRO FLOW SYSTEM. If no previous written acceptance or confirmation of an order has been made, the agreement comes into force as a result of AFS AGRO FLOW SYSTEM complying fully or partially with a request for delivery by the purchaser, or on the basis, AFS AGRO FLOW SYSTEM having sent the purchaser an invoice.

2.5. Obvious errors and misprints in offers, order confirmations, and invoices can be rectified by AFS AGRO FLOW SYSTEM at any time.

3. Changes and cancellations

3.1. Changes to and cancellations of any agreement are possible only with the written permission of AFS AGRO FLOW SYSTEM. If the purchaser wishes to change or cancel an agreement or if an agreement is changed or canceled at the request of AFS AGRO FLOW SYSTEM due to reasons attributable to the purchaser, the purchaser is responsible for reimbursing AFS AGRO FLOW SYSTEM for all damages, including loss of profits, and all costs arising from such changes or cancellations, subject to a minimum charge of 10% of the invoice value.

4. Prices

4.1. The prices specified by AFS AGRO FLOW SYSTEM are “ex-factory” and exclusive of VAT, packaging, freight, postal charges, insurance costs and other costs, port fees, export and import duties and all other fees and taxes.

4.2. The prices specified by AFS AGRO FLOW SYSTEM are free of obligation and are dependent on price changes made by suppliers, exchange rates, price swings, and other price determinative factors.

4.3. AFS AGRO FLOW SYSTEM is entitled to pass on to the purchaser any price increases that become effective before the order is confirmed.

4.4. The cost of goods is listed on the Website of AFS AGRO FLOW SYSTEM:
<https://agroflowsystem.com/>.

5. Delivery and delivery time

5.1. Delivery of the agreed goods takes place EXW “ex-factory” (Incoterms 2010) without packaging unless expressly agreed in writing to the contrary and/or expressly stated to the contrary in the price lists. The cost of packaging is charged to the purchaser separately. AFS AGRO FLOW SYSTEM retains the right to make a charge for administration costs for the supply of goods below an invoice value determined by AFS AGRO FLOW SYSTEM.

5.2. The delivery times indicated are only approximate. Any exceeding of such delivery times shall not give the purchaser the right to cancel the order or to refuse delivery or payment for the goods, nor shall it oblige AFS AGRO FLOW SYSTEM to pay any reimbursement to the purchaser.

5.3. Where goods have not been accepted by the purchaser after the expiry of the delivery period, the goods shall be held at the disposal of the purchaser and shall be stored at the purchaser’s own expense and risk. In that case, in addition to the (storage) costs incurred, AFS AGRO FLOW SYSTEM will charge a monthly rate of 1% interest of the invoice value up to the moment of final payment.

5.4. The Incoterms 2010 are applicable to all AFS AGRO FLOW SYSTEM deliveries.

6. Transportation, risks, and insurance

6.1. AFS AGRO FLOW SYSTEM determines the method of transportation. If the purchaser later selects a transport company or method himself, any additional costs will be passed on. If delivery cannot be made due to causes outside the control or the range of action available to AFS AGRO FLOW SYSTEM, AFS AGRO FLOW SYSTEM shall have the right to store or to arrange for the goods ready for delivery to be stored at the expense and risks of the purchaser and to require payment for the goods as if they had been delivered.

7. Claims

7.1. Claims in regard to deliveries have no effect on other agreements or the legal relations between the parties. These claims must be made by the purchaser in writing to AFS AGRO FLOW SYSTEM directly and such claims must be in the possession of AFS AGRO FLOW SYSTEM within fourteen days from the receipt of the goods or, when the purchaser was only able to discover the defects at a later time, within fourteen days of the discovery of such defects (but no later than twelve months following delivery). These claims must be made by means of a precise written statement of nature and the ground of the complaint must be accompanied by the packing slip and must quote the invoice number. Claims not made within the aforementioned period of fourteen days at the latest will not be entertained. External transport damage must be reported on the freight note and the purchaser must demonstrate this damage by means of photographs.

7.2. The processing or use of the delivered goods by the purchaser or the placing of such goods by the purchaser under the authority of any third party shall nullify the right of claim. Minor deviations in quality or quantity and deviations that are regarded as tolerable within the sector shall confer no right of claim. If a claim is substantiated, AFS AGRO FLOW SYSTEM has the right, in exchange for the return of the faulty goods, to credit the purchaser in full, to repair the faulty goods, or to proceed to re-delivery or reprocessing of the goods in question.

7.3. The purchaser does not have the right to return goods delivered to him under any circumstances unless AFS AGRO FLOW SYSTEM has given its written approval. If the purchaser should nonetheless return goods in conflict with this stipulation, insofar as such goods are not refused by AFS AGRO FLOW SYSTEM, the goods shall be held at the disposal of the purchaser at the purchaser's expense and risk, without acknowledgement of the appropriateness of any later claim against the guarantee being capable of being construed from such course of action.

8. Guarantee and liability

8.1. AFS AGRO FLOW SYSTEM provides a guarantee in respect of new goods supplied by AFS AGRO FLOW SYSTEM for the period of **3 years** following delivery unless expressly agreed to the contrary in writing. All goods or components of such goods in which defects might arise during this period as a result of faulty construction defects or faulty material defects will be repaired or alternatively replaced by AFS AGRO FLOW SYSTEM (at the discretion of AFS AGRO FLOW SYSTEM) free of charge, subject to the condition that such defects are brought to the attention of AFS AGRO FLOW SYSTEM in writing immediately following discovery of the same, and in all cases within the periods referred to in article 7. Damage caused as a result of inappropriate use of the products and failure to (correctly) comply with the instructions for use is not covered.

8.2. Products shall only be sent back to AFS AGRO FLOW SYSTEM for repair or replacement - at the purchaser's own expense - after AFS AGRO FLOW SYSTEM has given its written approval. Only in the case of repair or replacement under guarantee shall the products be returned to the purchaser at the expense of AFS AGRO FLOW SYSTEM.

8.3. If the guarantee relates to a product manufactured by a third party, the guarantee is limited to the guarantee provided by the manufacturer concerned.

8.4. If the purchaser carries out repairs or alterations during the guarantee period or has such work being carried out on his behalf without the permission of AFS AGRO FLOW SYSTEM, or fails to comply with his payment obligations, all guarantee obligations shall immediately lapse. The purchaser is not entitled to refuse payment on the ground that AFS AGRO FLOW SYSTEM has not, not fully or not timely complied with its guarantee obligations.

8.5. Without prejudice to the foregoing, unless there is an instance of deliberate act or omission or deliberate recklessness, AFS AGRO FLOW SYSTEM shall under no circumstances be liable for any indirect damages, such as damages resulting from any stoppage of business operations, delay, disruption or any other form of operational damages under whatever heading or of whatever description, for any direct or indirect damages caused to or by products delivered by AFS AGRO FLOW SYSTEM, or for damage or injury caused to property and persons. All liability on the part of AFS AGRO FLOW SYSTEM under any heading whatever shall in all cases be limited to the maximum of the purchase price amount of the delivered goods already paid by the purchaser at the time of his claim. The purchaser indemnifies AFS AGRO FLOW SYSTEM against all liability towards third parties as a result of any defect in the delivered goods.

8.6. AFS AGRO FLOW SYSTEM shall not be liable for any defect arising out of equitable wear, intentional damage, negligence, abnormal working conditions, failure to comply with the AFS AGRO FLOW SYSTEM's instructions (oral or written), incorrect use, alteration or inappropriate maintenance or repair of the goods without the AFS AGRO FLOW SYSTEM's approval.

9. Retention of title

9.1. Without prejudice to the stipulations of these conditions, all goods delivered by AFS AGRO FLOW SYSTEM at any time remain the property of AFS AGRO FLOW SYSTEM until the moment of payment of all our claims against the purchaser, that arise from any cause whatever and without regard to the exigibility of such claims, including interest charges and costs.

9.2. The purchaser is not authorized to pledge or transfer the ownership of the goods to third parties until full payment for the goods has been made. In the case of any infringement of this condition, as in the case of the full or partial applicability of article 11, AFS AGRO FLOW SYSTEM has the right to repossess all goods delivered by AFS AGRO FLOW SYSTEM or to have such goods repossessed on its behalf from the location in which such goods are to be found, without any authorization from the purchaser or intervention by a court of law being necessary for this purpose.

All other claims of AFS AGRO FLOW SYSTEM against the purchaser shall then become immediately due and payable at that time.

9.3. In the event that a third party intends to serve a garnishment order against the goods delivered subject to retention of title or intends to establish or execute rights with respect to such goods, the purchaser has the obligation to notify AFS AGRO FLOW SYSTEM as quickly as possible. The purchaser has the obligation to ensure the goods delivered subject to retention of title, to keep these goods insured against theft, fire, explosion and water damage and to submit this insurance policy and the insurance payment receipts to AFS AGRO FLOW SYSTEM for inspection at the first request of AFS AGRO FLOW SYSTEM.

9.4. The purchaser is not entitled to pledge the goods delivered subject to retention of title nor to extend any other right pertaining to such goods to any third party.

9.5. Ownership of the software from AFS AGRO FLOW SYSTEM to the purchaser does not pass. The purchaser is provided with access and registration only in the purchaser's Personal AFS Account located on AFS AGRO FLOW SYSTEM's Website at the following link: <https://account.agroflowsystem.com>.

10. Payment

10.1. Unless agreed to the contrary in writing, all invoices must be paid within 30 days of the date of the invoice without appeal to any discount, deduction or setoff. Should the purchaser fail to make payment within the agreed payment period, he shall be in default by virtue of the simple expiry of that payment period and without necessity for any further placement in default or warning, whereupon the purchaser shall then become liable for payment of delay interest at the applicable legally permitted trade rate of interest as provided for increased by 2%, with interest chargeable over part of a month being calculated as for a full month.

10.2. AFS AGRO FLOW SYSTEM is also entitled, in addition to the principal claim and the interest, to claim the full extrajudicial and court costs incurred as a result of nonpayment or not timely payment. The full extrajudicial costs shall, in any case, be due and payable by the purchaser where AFS AGRO FLOW SYSTEM has secured the services of a third party for the collection of the amounts due.

10.3. If a serious doubt exists on the part of AFS AGRO FLOW SYSTEM with regard to purchaser's solvency, AFS AGRO FLOW SYSTEM shall then have the right to suspend compliance with its obligations - where a start has already been made with the implementation of these obligations - until the purchaser has provided security for compliance with all his obligations arising under the agreement concerned or other agreements, whether (partly) completed or otherwise, to the satisfaction of AFS AGRO FLOW SYSTEM.

10.4. After the delivery and payment of the goods, AFS AGRO FLOW SYSTEM grants access to the AFS AGRO FLOW SYSTEM's software.

10.5. Access to software in this Agreement means access to the purchaser's Personal AFS Account located on the AFS AGRO FLOW SYSTEM's Website at the following link: <https://account.agroflowsystem.com>.

10.6. The cost of access to the Personal AFS Account of each purchaser is set on the Website of AFS AGRO FLOW SYSTEM: <https://agroflowsystem.com/>.

10.7. The purchaser has the right to use the Software only under the condition of payment for the license in accordance with End-User License Agreement.

10.8. The Administrator is given one Administrative Account with the authority specified on the AFS AGRO FLOW SYSTEM's Website by the link: [AdministrativeAccount.pdf](#).

10.9. The AFS AGRO FLOW SYSTEM has the right to restrict or forbid purchaser access to his Personal AFS Account in case of untimely payment for access to the software.

11. The default of the purchaser/dissolution of the agreement

11.1. In the event that the purchaser fails to comply with any obligation under any agreement with AFS AGRO FLOW SYSTEM whatever, if he becomes subject to or is threatened with

becoming subject to suspension of payments, is declared to be in a state of bankruptcy, if his bankruptcy is applied for, if he decides to liquidate his business or if AFS AGRO FLOW SYSTEM receives information that a high degree of probability exists that the purchaser will be unable to comply with his payment obligations, AFS AGRO FLOW SYSTEM shall be entitled to suspend all agreements in existence at that time without necessity for intervention by a court of law, or to dissolve or declare all such agreements to be fully or partly dissolved by means of a registered letter to this effect addressed to the purchaser, to regard all not exigible claims as immediately exigible and to repossess all goods delivered but not yet paid for, without prejudice to the further right of AFS AGRO FLOW SYSTEM to claim compensation for damages, lost profits and interest.

11.2. Upon termination of the license agreement after 1 year of goods operation, the purchaser is obligated to notify AFS AGRO FLOW SYSTEM (in a written form to the e-mail of AFS AGRO FLOW SYSTEM: license@agroflowsystem.com) 30 days before the expiry date of the license agreement in accordance with End-User License Agreement.

11.3. If the Personal AFS Account license has not been prolonged and the purchaser has notified AFS AGRO FLOW SYSTEM, purchaser cannot use the account full functionality after the end of the End-User License Agreement. Purchaser can only view the data that was collected within the license period. Purchaser is given 2 months to upload the data after the license period ends. After that data is deleted automatically.

11.4. If the purchaser has not warned AFS AGRO FLOW SYSTEM about the termination of the license agreement, the agreement shall be deemed to continue for the next year.

11.5. In case of early termination of the license contract, the purchaser is obliged to pay AFS AGRO FLOW SYSTEM the cost of using the Personal AFS Account during the period of agreement.

12. Force majeure

12.1. If AFS AGRO FLOW SYSTEM is unable to deliver goods on time due to force majeure, it has the right to suspend delivery or to cancel delivery altogether, depending on the circumstances.

Force majeure shall apply to all circumstances outside of the control or the field of action of AFS AGRO FLOW SYSTEM that are of a nature such that compliance with the agreement cannot reasonably be expected of AFS AGRO FLOW SYSTEM, the details of these arrangements being subject to the proviso that AFS AGRO FLOW SYSTEM is prepared in such cases to consult with the purchaser regarding measures that might be taken with the intention of preventing damages for both AFS AGRO FLOW SYSTEM and the purchaser or at least with a view to limiting such damages as far as possible. The purchaser is not entitled to any reimbursement for damages in the event that an instance of force majeure occurs.

13. Disputes

13.1. All disputes that may arise out of or in connection with agreements concluded on these terms and further agreements arising from such agreements must be submitted exclusively to the competent court at the location of AFS AGRO FLOW SYSTEM, for example, with the aim of obtaining preliminary injunctions. However, AFS AGRO FLOW SYSTEM has the right in all cases to apply to the competent court at the place of residence of the purchaser or to the competent court in another place.

14. Applicable legal jurisdiction

14.1. All agreements concluded subject to these conditions and all further agreements that arise from such agreements are governed by German law and specifically exclude the applicability of the UN Convention on contracts for the international sale of goods (Vienna 1980).

15. Privacy and processing of Personal Data

15.1. AFS AGRO FLOW SYSTEM processes personal data in accordance with its policy as described in its privacy statement.

15.2. The parties confirm that they comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EU (General Data Protection Regulation, GDPR; Regulation (EU) 2016/679).