

This is the translation of the general terms of sale and delivery which are valid in Germany. Please regard country-specific deviations and regulations.

1 General Information

- 1.1 The following terms of sale and delivery are exclusively valid for all deliveries and other services of the supplier. They are only valid for traders (hereinafter referred to as customer) in terms of § 14 BGB (German Civil Code) – this means, natural persons or legal entities who/that exercise a commercial or independent professional activity when completing a legal transaction.
- 1.2 Deviating conditions of the customer, which are not accepted explicitly by the supplier in written form, are not effective, even if the supplier does not contradict explicitly.
- 1.3 Deviating agreements, changes and subsidiary agreements require a written confirmation. The precedence of an individual agreement (§ 305 b BGB) will remain unaffected.
- 1.4 Comprehension and interpretation of these terms of sale and delivery as well as conclusion and interpretation of the legal transactions are arranged with the customer solely according to the right of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 1.5 The customer authorises the supplier, without any notification, to process personal data within the legitimacy of the BDSG (Federal Data Protection Act) and if necessary for the execution of the contractual relationship, and to transport the data to departments of the company that deal with the execution of the contractual relationship. The supplier explicitly reserves the right to take out a credit insurance for any concluded transactions with the customer and to transport the relevant necessary data of the customer to the insurer. The customer explicitly acknowledges this right of the supplier.
- 1.6 Place of fulfilment for all obligations arising directly or indirectly from this contractual relationship, including the duty of payment, is the location of the supplier's company.
- 1.7 Place of jurisdiction is the venue responsible for the location of the supplier's company. The supplier is also entitled to take legal action in a court that is responsible for the site or a subsidiary of the customer.

2 Offers, Scope of Services and Conclusion of the Contract

- 2.1 All offers are subject to change.
- 2.2.1 For the scope of the contractually owed services, only the order confirmation is binding.
- 2.2.2 For customer-specific products, deviations of up to $\pm 10\%$ of the ordered quantity are acceptable if this is inevitable for technical reasons and reasonable for the customer.
- 2.2.3 The supplier reserves the right to make changes regarding design, choice of material, specification and construction type even after sending an order confirmation if those changes neither contradict the order confirmation nor the specification of the customer.
- 2.2.4 The customer is obliged to accept the delivery items regardless of the customer's liability laws and warranty rights.
- 2.2.5 Unless explicitly stated as binding, documents such as pictures, drawings, dimensional data and weights upon which the offer or the order confirmation is based, shall generally be deemed to be approximate values.
- 2.3.1 An order shall only be deemed as accepted upon the supplier's written confirmation, alternatively by delivery, if it had to be carried out without prior order confirmation. Orders are irrevocable once they have been placed.
- 2.3.2 If a significant change arises concerning the conditions existing at the time of the conclusion of the contract, the supplier reserves the right to refuse delivery until the customer has fulfilled outstanding obligations or supplied adequate security.

3 Prices and Terms of Payment

- 3.1 In the absence of any special agreement, the prices are quoted depending on the responsible location either FCA Am Gewerbepark 9, 08344 Grünhain-Beierfeld or FCA Manometerstr. 5, 46487 Wesel-Ginderich according to Incoterms 2020, excluding packaging and any other shipping expenses or transport charges. The prices do not include the applicable rate of value added tax.
- 3.2 Prices are specified in the price list currently in force. Quantity discounts are specified in the respective offers and orders.

- 3.3.1 The supplier reserves the right to agree with the customer on a price differing from the order confirmation in case of substantial unforeseeable changes of the production costs that cannot be influenced.
- 3.3.2 Additional costs, arising from changes requested by the customer after the order confirmation, are charged to the customer.
- 3.4.1 Payment has to be made within 30 days after invoice date without any discount.
- 3.4.2 The date of payment is the day on which the customer initiates the payment of the outstanding amount.
- 3.4.3 Upon the time of default in payment, interests are charged in the amount of 9 % above the respective base rate, while reserving the right to assert further claims.

4 Delivery Periods, Acceptance and Shipping

- 4.1.1 The supplier endeavours to meet the agreed delivery periods. The set delivery times are based on best estimates, however without any obligation, unless a precise, fixed delivery date is stipulated in the order confirmation.
- 4.1.2 The delivery period begins with the date the order confirmation was sent. A reasonable extension of this period is added to the delivery period if the customer fails to procure the required documents, licenses etc. on time or fails to comply with the contractual conditions and payment obligations relevant for this order. The same applies to measures regarding labour disputes, in particular strikes and lockouts as well as the occurrence of other unforeseen obstacles beyond the control of the supplier – e.g. delayed deliveries of pre-suppliers, traffic and operational disruptions, shortage of material and energy shortfalls – and with a demonstrably significant influence on the production or supply of the delivery item. The aforementioned circumstances are not imputable to the supplier even if they occur during an already existing delay of delivery.
- 4.1.3 The delivery date is met when the delivery item has left the supplier's works by the expiry of the period or when notice has been given of the readiness for dispatch.
- 4.1.4 The customer has the right to withdraw from an order agreement if the supplier fails to meet the grace period set for delivery.
- 4.2.1 The customer has to accept the delivery item within 8 days after the notification of completion unless a fixed term of acceptance has otherwise been arranged.
- 4.2.2 If the customer has placed a call-off order, calls must be made by the customer for the delivered item, respectively for the full amount (if several delivery items were ordered) within twelve months from the date of the order. Paragraph 4.2.1 shall apply mutatis mutandis. Special conditions apply to development orders.
- 4.2.3 If the customer fails to comply with the obligations listed in the paragraphs 4.2.1 and 4.2.2, the supplier is, without prejudice to further legal possibilities, entitled to demand immediate payment, to store the delivery item at the customer's risk and expense or to dispose of the delivery item in any other way and to perform the delivery to the customer at the next possible date. In these cases, the risk of an accidental loss or deterioration is transferred to the customer upon notification on readiness for dispatch.
- 4.3.1 Shipment is executed ex works at the customer's risk and expense. Insurances for transport, against breakage, theft and others are effected only at the customer's express request and expenses.
- 4.3.2 If the dispatch shall be delayed upon customer's request, any costs arising from factory storage are charged the customer, starting one month after notification on readiness for dispatch, however for each month at least 0.5 % of the invoiced amount. The supplier is entitled to dispose of the delivery item in any other way and to perform the delivery to the customer within a reasonably extended period after granting and effectless expiration of a reasonable deadline.

5 Transfer of Risk

The risk is transferred to the customer upon acceptance, upon the day of the causeless refusal of acceptance, in case of the customer's passivity after expiration of the deadlines mentioned in paragraphs 4.2.1 and 4.2.2, or upon the expiry of an otherwise agreed period of acceptance. If the shipment of the delivery item to the customer or to a third party has been agreed, the risk is transferred upon transfer of the delivery item to the forwarder (freight company, railway company etc.). In all cases, the risk is transferred upon the commencement of use of the delivery item. If goods are returned due to reasons for which the supplier is not responsible, the customer bears the risk until receipt of the goods by the supplier.

6 Retention of Title

- 6.1 Delivered goods remain property of the supplier (hereinafter referred to as conditional goods), until all claims of the supplier arising from the business relation with the customer, including all future claims arising from subsequently concluded agreements, have been settled. This shall also apply for any balance in favour of the supplier if individual or all claims are included in a current invoice (current account) by the supplier and the balance has been struck.
- 6.2 The customer shall insure the conditional goods adequately, especially against fire and theft. Claims against the insurance company, arising from a case of damage concerning the conditional goods, are herewith assigned to the supplier, who accepts the assignment, amounting to the value of the conditional goods.
- 6.3 The customer is entitled to resell the delivered goods in the ordinary course of business. Other disposals, especially pledges or granting of equitable lien, are not permitted. If, in case of resale, the conditional goods are not being paid immediately by the third party, the customer is obliged to resell under retention of title only. The entitlement to resell conditional goods lapses immediately if the customer suspends payment or defaults in payment to the customer.
- 6.4 The customer herewith assigns all claims to the supplier, including securities and ancillary rights, arising from or related to the resale of conditional goods against the end buyer or third parties. The customer is not entitled to make any agreements with its buyers, which exclude or impair the supplier's rights in any way, or which nullifies the assignment in advance of claims. In case of the sale of conditional goods with other items, the claim against the third party buyer in the amount of the delivery price, agreed between supplier and customer, is considered assigned if the amounts of the individual goods cannot be determined from the invoice.
- 6.5 The customer remains in force for the collection of the claims assigned to the supplier until revocation by the supplier, which is permissible at any time. Upon demand of the supplier, the customer is obliged to provide full information required for the collection of the assigned claims and to supply the complete required documentation to the supplier and to inform its buyers immediately about the assignment to the supplier – unless this is done by the supplier.
- 6.6 If the customer includes claims from the resale of conditional goods into a current account relationship maintaining with the buyer, then the customer assigns any acknowledged final balance, resulting in favour of the customer, to the supplier, amounting to the value equal to the total sum of the claim from the resale of conditional goods of the supplier, included into the current account relationship.
- 6.7 The customer must notify the supplier immediately if the customer has already assigned claims to third parties from the resale of the products delivered or to be delivered by the supplier, particularly due to non-recourse or recourse factoring, or if the customer has made any other agreements that might impair the current or future security interests of the supplier pursuant to this clause 6. In case of recourse factoring, the supplier is entitled to withdraw from the contract and to demand the return of goods already delivered. The same shall apply in case of non-recourse factoring if the customer is, under the terms of the contract with the factor, unable to freely dispose of the purchase price for the claim.
- 6.8 A breach of contract caused by the customer, especially in the event of default in payment, entitles the supplier to take back all conditional goods – without having to withdraw from the contract prior to that. In this case, the customer is obliged to return the goods without further ado. The supplier is permitted to enter the customer's premises at any time during normal business hours for inventory ascertainment of the goods delivered by the supplier. When taking back the conditional goods, the contract is only withdrawn if the supplier explicitly declares this by written notice or if mandatory legal provisions stipulate this. The customer must immediately give written notice to the supplier about any third party seizure to conditional goods or claims assigned to the supplier.
- 6.9 If the value of the existing securities held by the supplier, according to the aforementioned provisions, exceeds the secured claims by more than 10 % in total, the supplier is, upon request by the customer, obliged to release securities to that extent at the supplier's option.
- 6.10 Any modification or processing of the conditional goods takes place on behalf of the supplier as manufacturer in terms of § 950 BGB, however without any obligation for the supplier. If the conditional goods are processed or inextricably connected with other items that are not the supplier's property, the supplier acquires joint ownership of the new object at a ratio of the invoice value of the conditional goods to the invoice values of the other processed or connected items. If goods of the supplier are connected with other movable objects into one single unit, which is to be considered as main item, the customer assigns the joint ownership of it to the supplier at the same ratio. The customer gratuitously stores the property or joint property for the supplier. The joint ownership rights arising hereafter are considered as conditional goods. At any time upon request by the supplier, the customer is obliged to provide the supplier with all information necessary for pursuance of the property or joint property rights.

7 Warranty

- 7.1 Faults in delivered goods, reported to the supplier within 12 months after commissioning, however not later than 24 months from the date of delivery, are either to be repaired or replacements are to be provided. The supplier also reserves the right to replace the goods in the event of failed repair. Written notification of faults must be made by the customer to the supplier within 14 days after receiving the goods in case of apparent defects. In case of latent defects, written notification must be made immediately upon detection of the faults. Upon delivery, spare parts, wear parts or parts for further processing need to be checked immediately by the customer and potential faults need to be reported without delay. All warranty claims for faults, which could have been detected before installation or processing, expire if being processed or installed.
- 7.2 If the customer induces an examination of delivered goods and reports a fault for which the supplier would be responsible in accordance with paragraph 7.1 above, the customer has to bear any arising costs when it turns out that there is no fault.
- 7.3 Further claims of the customer, in particular due to consequential damage, are excluded. This shall not apply if the supplier is charged with intent or gross negligence.
- 7.4 Any costs arising from consignment or return as well as packaging of the delivery item are at the supplier's expense unless otherwise agreed between customer and supplier.

8 Liability

- 8.1 Claims for damages by the customer – for whatever legal reason, including those resulting from tortious acts or claims for the compensation of consequential damage – are excluded. This shall not apply if the supplier is charged with intent or gross negligence, in case of breach of essential contractual obligations, in case of injury to life, body or health, in case of the acceptance of a guarantee for the quality of a performance, for a successful performance or for a risk of procurement and in any other case of mandatory statutory liability.
- 8.2 The exclusion of liability shall not apply if the customer claims damage to persons or property under the terms of the ProdHaftG (German Product Liability Act), which are based on defects of the delivered goods.
- 8.3 Unless the supplier can be accused of an intentional breach of duty or in a case of injury to life, body or health or any other case of mandatory statutory liability, the supplier shall be liable only for the typical and foreseeable damage.
- 8.4 The supplier is not liable for damage resulting from the following reasons: inappropriate or improper use, incorrect installation or commissioning by the customer or third parties, failure to follow the operating instructions, incorrect or negligent use of the goods, fair wear and tear, chemical, electrochemical or electrical influences, unless they result from intent or gross negligence of the supplier, unapproved modifications or maintenance works.
- 8.5 The supplier is responsible for advice given to the customer, especially on the use of the delivered goods, only if it is given or confirmed in writing.
- 8.6 The stipulations above do not constitute any change in the burden of proof.

9 Copyright

- 9.1 The supplier retains the property rights over drawings, sketches, quotations and any other documents supplied with offers and order confirmations. The customer may use them for the agreed purpose only, and they shall not be reproduced or made available to third parties without consent of the supplier. The documents and all copies thereof must be returned to the supplier upon request.
- 9.2 Tools and/or equipment, produced by the supplier, remain the supplier's property, even if the costs thereof have been charged in whole or in part. Upon demand of the customer, the supplier is obliged to reimburse the fair value or the proportionate fair value of the tools and/or equipment. If the supplier refuses the reimbursement, the customer is entitled to demand the delivery thereof.