

#### I. Scope of application; contract conclusion

1. The legal relationships between us and a commercial customer (hereinafter referred to as "Customer") are exclusively based on our Terms and Conditions of Sale set out below. They shall be deemed accepted when an order is placed or a delivery is accepted and shall also apply if we provide services in the knowledge that the Customer's terms and conditions conflict with or deviate from our Terms and Conditions of Sale; they shall also apply to future similar transactions with the Customer. We shall not acknowledge any other terms and conditions.
2. Orders, contracts of all kinds as well as their amendments or supplements must be made in writing. We shall only be bound by verbal agreements if they are confirmed by us in writing. Orders shall only become binding if we have accepted them in writing within two weeks of receipt of the order and no deviating provision has been made in a framework agreement.
3. All offers made by us are subject to change with regard to price, quantity, delivery period and delivery options and may be revoked at any time. Written communications shall be deemed to have been received by the Customer in accordance with the normal postal process if they have been sent to the Customer's address last known to us, with dispatch being presumed if a copy or equivalent of the relevant document is signed off or if we have some other note of dispatch.

#### II. Prices and Terms of Payments

1. Prices quoted in our price lists are subject to confirmation. The price stated in the order confirmation shall apply in each case. Unless otherwise stated in the offer or in the order confirmation or unless otherwise agreed in writing between us and the buyer, the prices shall be in EUR ex works, plus freight, packaging, the statutory value added tax, in the case of export deliveries customs duty as well as fees and other public charges, and shall be calculated at the list price valid at the time of delivery. If the delivery is made later than three months after conclusion of the contract at the express request of the Customer or is at least initiated by the Customer in any way, we shall be entitled to adjust the price or to withdraw from the contract without compensation, provided that in the meantime there have been changes in our price calculation bases, such as material and labour costs.

The following shall apply to deliveries on our part:

- a) Small orders under EUR 800.00 will be delivered with the next bigger order.
  - b) Orders over EUR 800.00 and under EUR 1,500.00 will be delivered with an additional logistics charge of EUR 89.00.
  - c) In the case of agreed express or fast postal consignments, we will charge the additional costs.
2. In the event that a credit line is granted and unless expressly agreed otherwise, payments are to be made net within 30 days.  
If a credit line is not granted, invoice amounts are to be paid within 10 days without any deduction, unless otherwise agreed in writing. Receipt by us shall be authoritative for the date of payment.

In the event of late payment, we shall charge interest on arrears at a rate of at least 8% above the respective base interest rate. Furthermore, we shall be entitled to make new deliveries dependent on the settlement of outstanding invoices without existing contracts being cancelled.

3. The Customer may only set off such claims as are undisputed or have been legally established. The same shall apply to the exercise of a right of retention; moreover, this may only be exercised with regard to the defective goods.

#### III. Delivery; delay

1. Orders will be delivered as a single unit as far as possible. However, we shall remain entitled to make partial deliveries.
2. Specified delivery dates are subject to change. Compliance with agreed delivery periods is subject to correct, complete and timely delivery to us by our own suppliers; it is also subject to timely receipt of all documents to be supplied by the Customer, necessary approvals and releases, in particular of plans, as well as compliance with agreed terms of payment and other obligations by the Customer. If these prerequisites are not fulfilled in time, the delivery periods shall be extended accordingly; this shall not apply if we are responsible for the delay.
3. If non-compliance with the delivery periods is due to operational disruptions, force majeure, such as mobilisation, war, riot or similar events, such as strikes or lockouts, the delivery periods shall be extended accordingly. We shall also be entitled to withdraw from the contract due to the non-performed part. The Customer may withdraw from the contract if we have not declared within a reasonable period of time, despite being requested to do so, whether we wish to withdraw or deliver within a reasonable period of time.
4. The risk of accidental destruction, loss and deterioration of the delivery or parts thereof shall pass to the Customer when the goods are handed over to the carrier designated by us or when they are made available in the event of collection by the Customer, but no later than when they leave the factory or warehouse, even if we bear the freight costs.
5. If dispatch or delivery is delayed at the Customer's request by more than one month from the date of notification of readiness for dispatch, the Customer may be charged storage costs amounting to 0.5% of the respective value of the goods for each month or part thereof, but not more than a total of 5%. Both parties reserve the right to prove higher or lower storage costs.
6. The Customer may not refuse acceptance of deliveries or services due to immaterial defects.

#### IV. Retention of title

1. The sold goods shall remain our property until all claims against the Customer, to which we are entitled from the business relationship, have been fulfilled.
2. While the retention of title exists, the Customer shall have no right to pledge the goods or to assign them as security. The Customer shall only be permitted to pass on or sell the goods in the ordinary course of business and only on condition that the Customer's claim to the amount of the price agreed with us, together with all ancillary and security rights, is transferred to us, without any special agreement being required in individual cases.
3. Insofar as the value of all security rights to which we are entitled exceeds the amount of all secured claims by more than 20%, we shall release a corresponding part of the security rights at the Customer's request.
4. The Customer's authority to resell shall end upon revocation by us as a result of a sustained deterioration in the Customer's financial position, however, no later than upon the Customer's suspension of payments or upon application for or opening of insolvency proceedings against the Customer's assets. If we deem the realisation of our claims against the Customer to be at risk, the Customer shall, upon request, notify its customers of the assignment and provide or transfer to us all necessary information and documents in order to enable us to assert the claims ourselves. After prior declaration of withdrawal from the contract, we shall also be entitled to demand the return of the reserved goods from the Customer if the latter is in default with the fulfilment of its obligations.
5. In the event of seizure, confiscation or other disposals or interventions by third parties regarding the reserved goods or the claims assigned to us, the Customer is obliged to refer to our right of ownership or our claim ownership as a result of the extended retention of title and to notify us immediately.

6. The Customer is obliged to adequately insure the reserved goods against destruction and damage. The Customer hereby assigns to us in advance its claims under insurance contracts and other claims for compensation against third parties to the amount owed. We accept the assignment.

#### V. Warranty

1. The services rendered by us are deemed to be free of defects if they are suitable for normal use and have a quality that is customary for items of the same type. An insignificant reduction in usability shall not constitute a defect. We would like to advise our customers that the agreed quality of our goods is limited solely to the product description pertaining to the respective product. Information and statements made by our employees during a sales talk are irrelevant in this respect. Declarations and agreements regarding the quality of an item shall not constitute a warranty.
2. Any warranty shall be excluded if a defect is based on changes or improper handling of the goods by the Customer or end customer. Insofar as our performance is based on the Customer's documents, such as sketches, drawings, models, etc., the Customer shall be liable for the accuracy, completeness and feasibility of the designs as well as the legality of their use. The Customer shall indemnify us against all claims arising from the use of information or documents it provides.
3. Claims for material defects by the Customer shall be contingent upon the Customer having duly complied with its inspection and notification obligations pursuant to Section 377 of the German Commercial Code (HGB), otherwise complaints shall be irrelevant: The Customer must notify us in writing of any defects without delay, however, no later than one week after receipt of the goods. Defects which cannot be discovered within this period even after careful inspection must be indicated to us in writing immediately after their discovery.
4. Payments by the Customer may be withheld in the event of notices of defects to an extent that is in reasonable proportion to the material defects that have occurred. However, this shall only apply if the Customer asserts a notice of defect whose justification cannot be reasonably doubted. If a notice of defect is unjustified, we shall be entitled to demand reimbursement from the Customer for the expenses incurred to us.
5. Insofar as we have provided a faulty delivery, we shall have the right, at our discretion, to rectify the defect or to make a subsequent delivery. If the form of subsequent performance chosen by us fails a second time, the Customer may assert claims for damages, withdraw from the contract or reduce payment. On principle, the delivery of a new item free of defects shall only be made concurrently with the handover of the defective item. In all other respects, the statutory provisions shall apply.
6. The Customer's right of recourse against us pursuant to Section 478 of the German Civil Code (recourse of the entrepreneur) shall only exist insofar as the Customer has not entered into any agreements with its own customer that go beyond the statutory claims for defects.
7. All claims for defects shall be subject to a limitation period of 12 months from the transfer of risk, unless longer periods are prescribed by law in accordance with Sections 438(1)(2), 479(1) and 634 of the German Civil Code (BGB) or we are liable due to intent or fraudulent concealment of a defect known to us or injury to the life, body and health of the Customer.

#### VI. Liability

1. Claims for damages and reimbursement of expenses by the Customer, irrespective of the legal grounds, in particular due to breach of duties arising from the contractual obligation and from unlawful acts, shall be excluded.
2. This shall not apply in the case of mandatory liability, for example, for guaranteed characteristics, according to the German Product Liability Act (Produkthaftungsgesetz), in cases of intent, gross negligence, due to injury to life, body or health, and due to the breach of material contractual obligations. However, the claim for damages for the breach of material contractual obligations shall be limited to the foreseeable damage typical for the contract; claims for loss of profit, saved expenses from claims for damages by third parties and for other indirect and consequential damages shall not have any validity. On the other hand, this shall not apply if a quality feature guaranteed by us is intended to protect the Customer against such damage and/or if there is intent or gross negligence or if there is liability for injury to life, limb or health. A change in the burden of proof to the detriment of the purchaser is not associated with the above provisions.
3. Provided that our liability shall be exempt or restricted, this shall also apply to our employees, workers, representatives and vicarious agents.

#### VII. Industrial property rights and copyrights

1. We shall only be obliged to provide the service free of those industrial property rights and copyrights of third parties (hereinafter referred to as property rights) which restrict the contractual use in the country of the place of delivery. If a third party asserts justified claims against the Customer due to the infringement of property rights by services provided by us and used in accordance with the contract, we shall be liable to the Customer within the period stipulated in V. 7. as follows:
  - a) At our discretion, we shall either obtain a right of use for the affected services, modify them in such a way that the property right is not infringed or replace them. If this is not possible under reasonable conditions for the Customer, the Customer shall be entitled to the rights pursuant to V.
  - b) The aforementioned obligations shall only exist insofar as the Customer immediately notifies us in writing of the claims asserted by third parties, does not acknowledge an infringement and all defensive measures and settlement negotiations remain reserved for us. If the Customer discontinues use of the services for reasons of damage mitigation or for any other significant reasons, it shall be obliged to indicate this to the third party concerned that the discontinuation of use does not constitute an acknowledgement of an infringement of property rights.
2. Customer claims shall be excluded insofar as the Customer is responsible for the infringement of property rights, the infringement is based on the Customer's specifications or on an application not foreseeable by us, or is caused by the fact that the delivery is modified by the Customer or is used together with products not supplied by us.
3. The delivered goods are only intended for the domestic market, unless expressly agreed otherwise. Exports – even on a small scale – shall require our written consent. If such consent is not given, our liability shall likewise be excluded.

#### VIII. Data protection

We would like to emphasise that we store data from the contractual relationship in accordance with Section 28 of the Federal Data Protection Act (Bundesdatenschutzgesetz) for the purpose of data processing and reserve the right to transmit this data to third parties insofar as this is necessary for the fulfilment of the contract. Data processing shall be carried out within the framework of the provisions of the Federal Data Protection Act.

#### IX. Anti-corruption clause

Each party undertakes that it, its directors, senior staff and employees shall not offer, promise, give, grant, demand or accept (or give the impression that they will or may do so in the future) any improper financial benefit or other benefit of any kind whatsoever under or in connection with this contract at any point during the contractual term and that it has taken reasonable steps to prevent suppliers, agents or other third parties from doing so to the extent that they are subject to its control or influence.

#### X. Final provisions

1. Unless otherwise agreed between the parties, the place of performance for all mutual performance obligations, even in the case of shipment ex warehouse, e.g. Chézy, shall be Minden, Germany. The exclusive place of jurisdiction for all disputes arising from the business relationship – in particular from liability due to infringements of competition law – shall be Minden.
2. German law shall apply to all disputes arising from a contractual relationship with a customer, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. Should individual provisions of these General Terms and Conditions of Delivery and Payment be or become invalid, the validity of the remaining provisions as well as the validity of contracts concluded between us and the Customer shall not be affected, unless adherence to the contract would represent an unreasonable hardship for one party, taking into account the mutual interests. The parties shall replace an invalid provision with a valid provision that best reflects the economic intention of the invalid provision. This shall also apply in the case of a loophole.