

1. GENERAL TERMS – SCOPE

- (1) The following terms and conditions of sale and delivery apply to the sale and/or delivery of movable goods, regardless of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 650 German Code of Civil Law, BGB). We expressly counter any customer's terms and conditions. We are only obliged to observe them insofar as we explicitly declare our agreement in writing. Our terms and conditions of sale and delivery shall also apply if we carry out the delivery to the customer in the knowledge of additional, conflicting or deviating terms and conditions of the customer.
- (2) Individual agreements made with the customer in individual cases (including collateral agreements, additions and amendments) shall in any case take precedence over these terms and conditions of sale and delivery. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or our written confirmation. Legally relevant declarations and notifications by the customer with regard to the contract (e.g. setting of a deadline, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these terms and conditions of sale and delivery includes written and text form (e.g. letter, e-mail, fax).
- (3) Our terms and conditions of sale and delivery shall only apply to persons within the meaning of Section 310 I S. 1 BGB (entrepreneurs, legal persons under public law or public special assets).
- (4) Unless otherwise agreed, our terms and conditions of sale and delivery in the version valid at the time of the order or, in any case, in the version last communicated to the customer in text form shall also apply to similar future contracts without us having to refer to them again in each individual case.

2. OFFER – DOCUMENTS – TOOLS

- (1) Our offers are subject to change without notice insofar as not otherwise determined in writing. Agreements reached orally through our field staff require our written approval to become effective.
- (2) The order of the goods by the customer shall be deemed to be a binding offer to enter into a contract. We reserve the right to accept this offer within a time limit of 4 weeks from receipt. The acceptance will be declared either in writing or by delivery of the goods to the customer.
- (3) Samples, details and other documents concerning our goods (technical data, measurements etc.) are only approximate and not exact; they are no guarantee of specifications, unless such a guarantee is confirmed explicitly and in writing.
- (4) We retain ownership rights and copyrights to all samples, drafts, calculations and other documents we provide; it is not permitted to make them accessible to third parties. This applies in particular to such documents that are marked "confidential". The customer requires our written consent before passing them on to a third party.

- (5) If we manufacture parts according to customer specifications, the drawings that are made by us and that are approved by the customer are decisive. If the customer has approved the drawings or samples, any deviations must be agreed separately; any additional costs incurred as a result are to be borne by the customer.
- (6) Tools and equipment that we make shall remain our property – irrespective of the calculation of proportionate costs. We accept the obligation to keep the tools for three years after the last delivery. If, before the expiry of this period, the customer gives binding notice that he will place further delivery orders within one year, we are also obliged to retain them. Otherwise, we can freely dispose of the tools and equipment.

3. PRICES – TERMS OF PAYMENT – DEFAULT OF PAYMENT – RIGHT OF RETENTION

- (1) The agreed conditions for payment shall apply exclusively. Unless otherwise agreed in writing, the prices we quote are to be understood as ex works or as ex warehouse. Packaging will be charged separately according to outlay. At the request and expense of the customer, we can conclude transport insurance. Any customs duties, fees, taxes and other public charges shall be borne by the customer.
- (2) Statutory value added tax is not included in our prices; it is quoted separately in the invoice, taking into consideration the applicable VAT rate.
- (3) The deduction of a discount requires a prior written agreement.
- (4) Bills of exchange and cheques – also surrender of cheques with finance bills – will only be accepted as conditional payment. Bank charges, discount and collection fees are to be borne by the customer. Payments on the basis of bills of exchange and cheques shall not be considered as completed until the final credit of the relevant amount has been registered on our account, and, in the case of the surrender of cheques with finance bills, not before collection of the bill.
- (5) We are entitled to increase the agreed price if, between the conclusion of the contract and delivery, the applicable prices of our suppliers or other costs related to our goods (including public charges) increase and we are not responsible for this increase in costs; otherwise, the price stated in the order confirmation applies. Any cost increases may be due in particular to increased transport, energy, administrative, personnel or travel costs. The price increase shall become effective as soon as we have notified the customer in writing. If the purchase price increases by more than 20%, the customer is entitled to withdraw from the contract. In this case, the restocking costs are to be borne by the customer.
- (6) The customer's retention rights, based on other contractual relationship, are excluded. Customer's rights of retention based on the same contractual relationship are also excluded insofar as counterclaims are disputed or are not subject to a legally binding decision. The customer is not entitled to set off a counterclaim insofar as this liability is disputed or is not subject to a legally binding decision.

- (7) Unless otherwise agreed or stated in our invoices, the purchase price is due immediately upon delivery. The costs of payment transactions shall be borne by the customer. Unless otherwise agreed, the customer shall be in default no later than 14 days after the due date of our claim without the need for a reminder. If the payment deadline is exceeded or in the event of default in payment, we shall be entitled to charge interest for the year at a rate of nine percentage points above the respective base lending rate. We reserve the right to prove and claim higher default compensation. With regard to merchants, our claim to the commercial maturity interest (§ 353 HGB) remains unaffected. The customer is entitled to prove that we have suffered minor or no damage caused by default.
- (8) If the customer defaults on a due payment, we shall be entitled to withdraw from the contract after the unsuccessful expiry of a reasonable period of time set for him. If, after the conclusion of the contract, it becomes recognizable (e.g. by filing for the opening of insolvency proceedings) that our claim to the purchase price is jeopardised by the customer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline – to withdraw from the contract (§ 321 BGB). If we withdraw from the contract, we are entitled to label the goods delivered to us at the expense of the customer, to store them separately and to have them collected. The customer hereby declares his consent that the persons commissioned by us with the collection can enter and drive on the premises on which the goods are located for this purpose. As an alternative to our rights of withdrawal, we can require security from the customer.
- (9) Furthermore, we are entitled, even in the context of an ongoing business relationship, to carry out a delivery in whole or in part only against advance payment.

4. DELIVERY DATES, DELAY IN DELIVERY

- (1) Our delivery times are generally only approximate and non-binding. Deviating agreements on a binding delivery time must be made expressly and in writing. If we are unable to perform on time, we will inform the customer immediately.
- (2) A binding delivery period shall only commence after final clarification of the last questions relevant to the delivery.
- (3) We are not responsible for delays in performance due to the breach of the customer's duty to cooperate. Changes to the goods to be delivered by the customer shall also lead to a reasonable extension of the delivery period. If the shipment is delayed due to circumstances for which the customer is responsible, the costs of storage incurred by third parties or us will be charged 14 days after notification of readiness for shipment. If an extension we granted remains fruitless, we are entitled to dispose otherwise of the subject of the consignment and to supply the customer after a reasonable extension.
- (4) Should we be delayed in completing the consignment for reasons within our responsibility, the customer shall be entitled to demand reasonable compensation for the delay, taking into consideration the value of the consignment. For the occurrence of our default, a reminder by the customer is required. If the customer

has unsuccessfully set us a reasonable grace period during the delay for which we are responsible, he may withdraw from the contract.

- (5) Unforeseen events for which we are not responsible (unavailability of the service), extend the servicetime appropriately. If we are unable to perform even after a reasonable extension, both the customer and we are entitled to withdraw from the contract. If we withdraw from the contract, we will immediately reimburse the customer for all payments already made. A case of non-availability of the service in this sense shall be deemed to be, in particular, the failure of our supplier to deliver to us on time, if we have concluded a congruent hedging transaction, if neither we nor our supplier are at fault or if we are not obliged to procure in individual cases.
- (6) The aforementioned limitations of liability in accordance with paragraphs (4) and (5) shall not apply if a commercial transaction to be settled on a fixed date has been agreed or if the customer is unable to do so due to the default for which we are responsible, can assert that his interest in performance has lapsed.

5. DELIVERY – TRANSFER OF RISK – DEFAULT OF ACCEPTANCE

- (1) Delivery shall be made from the warehouse, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the customer, the goods will be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.
- (2) The risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon handover to the customer, in the case of sale to destination upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment.
- (3) If the shipment is delayed at the request of the customer or if the goods are not accepted for reasons for which we are not responsible, the risk shall pass to the customer upon notification of readiness for shipment. The costs of storage shall be borne by the customer. If the customer is in default of acceptance, violates other obligations to cooperate or delays delivery for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the damage incurred by us, including any additional expenses. In addition, we are entitled to the other legal claims.

6. WARRANTY

- (1) The customer must immediately inspect the received goods for completeness, transport damage, obvious defects, quality and property. Obvious defects must be reported by the customer in writing to us immediately, but no later than 2 weeks after delivery of the goods. Unrecognizable defects must be reported in writing within the same period of time from discovery.
- (2) As a matter of principle, we are not liable for defects that the customer is aware of at the time of conclusion of the contract or is not aware of due to gross negligence (§ 442 BGB). Furthermore, the customer's claims for defects presuppose that he has complied with his statutory inspection and notification obligations (§§ 377, 381 HGB). In the case of goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or at any later point in time, we must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 2 weeks of delivery and defects not recognizable during the inspection within the same period of time from discovery. If the customer fails to properly inspect and/or report defects, our liability for the defect not reported or not reported in time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for installation or attachment this shall also apply if the defect became apparent only after the corresponding processing as a result of the breach of one of these obligations; in this case, in particular, there are no claims on the part of the customer for reimbursement of corresponding costs ("removal and installation costs").
- (3) If the delivered item is defective, we can choose whether we provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). The customer must give us the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the customer must return the defective item to us in accordance with the statutory provisions.
- (4) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these terms and conditions of sale and delivery if a defect actually exists. Otherwise, we may demand reimbursement from the customer for the costs incurred as a result of the unjustified request to remedy the defect, unless the lack of defectiveness was not recognizable to the customer. In urgent cases, e.g. in the event of a threat to operational safety or to avert disproportionate damage, the customer has the right to remedy the defect himself and to demand reimbursement from us for the objectively necessary expenses. We must be notified immediately in advance of such self-remedy. The right to self-remedy does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions. If the supplementary performance has failed or if we have refused it altogether, the customer may, at his discretion, demand a reduction of the purchase price (reduction) or withdraw from the contract. In the case of only minor defects, the customer shall not be entitled to withdraw from the contract.

- (5) The warranty period is, as far as legally permissible, one year from delivery of the goods.
- (6) Even in the case of defects, the customer's claims for damages or reimbursement of futile expenses shall only exist in accordance with Section 7 and shall otherwise be excluded.

7. LIABILITY

- (1) Unless otherwise stated in these terms and conditions of sale and delivery, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- (2) We shall be liable for damages – irrespective of the legal grounds – within the scope of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to a milder standard of liability in accordance with statutory provisions (e.g. for due diligence in our own affairs):
 - a) for damages resulting from injury to life, limb or health,
 - b) for damages resulting from the not insignificant breach of an essential contractual obligation (the obligation, the fulfillment of which is essential for the proper execution of the contract and on observance of which the contractual partner regularly relies on and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.
- (3) The limitations of liability resulting from paragraph (2) shall also apply in the event of breaches of duty by or in favour of persons whose fault we are responsible for in accordance with statutory provisions. They do not apply if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the customer based on the Produkthaftungsgesetz (German Code for Product Liability).

8. RETENTION OF TITLE

- (1) Until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims), the goods we supply shall remain our property.
- (2) The goods subject to retention of title may not be pledged to third parties or assigned by way of security before the secured claims have been paid in full. The customer must notify us immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties (e.g. seizures) access to the goods belonging to us take place.
- (3) In the event of breach of contract by the customer, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for

surrender does not at the same time include the declaration of withdrawal; rather, we are entitled to demand only the return of the goods and reserve the right to withdraw from the contract. If the customer does not pay the purchase price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.

- (4) Until revoked in accordance with (c) below, the customer is entitled to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition:
- a) The retention of title extends to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
 - b) The customer hereby assigns to us by way of security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our co-ownership share, if any, in accordance with the above paragraph. We accept the assignment. The obligations of the customer mentioned in paragraph (2) shall also apply with regard to the assigned claims.
 - c) In addition to us, the customer remains authorized to collect the claim. We undertake not to collect the claim as long as the customer fulfils his payment obligations to us, there is no defect in his ability to pay and we do not assert the retention of title by exercising a right pursuant to paragraph (3). However, if this is the case, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the associated documents and informs the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the customer's authorization to further sell and process the goods subject to retention of title.
 - d) If the realizable value of the securities exceeds our claims by more than 20%, we shall release securities of our choice at the request of the customer.

9. SPECIAL CONDITIONS FOR SERVICES

- (1) The above terms and conditions shall apply accordingly to all services and services that go beyond the sale and delivery of goods (repair work, surveys, material tests, etc.), unless otherwise stated in the following.
- (2) A period agreed as binding shall only begin after final clarification of the last questions relevant to the service. Our obligation to perform shall be extended appropriately if the originally agreed scope of performance increases.
- (3) We will notify the customer of the termination of services provided by us. The sending of the invoice is considered a notification. The customer undertakes to accept the services provided within one week of receipt of the invoice.
- (4) Upon acceptance of the service, the invoice amount is due and payable without deduction.
- (5) Defects must be reported and described immediately in writing. Warranty rights for services and works expire within one year after performance or acceptance.

10. FINAL CONDITIONS

- (1) These terms and conditions of sale and delivery are provided in German and English. The contractual relationship between us and the customer shall be governed exclusively by the German-language version.
- (2) The place of performance and jurisdiction – also in the process of bills of exchange and cheques – is our place of business for both parties to the contract. However, we reserve the right to sue the customer at his registered office.
- (3) These terms and conditions of sale and delivery and the contractual relationship between us and the customer shall be governed exclusively by German law, even in the case of deliveries abroad. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- (4) The customer undertakes to indemnify us against all damages caused by the export of our goods, insofar as these have not been expressly delivered by us for export.