

Terms and Conditions of Sale and Delivery

The following Terms and Conditions apply to all our transactions unless other written agreements have been made:

1. General Part

- (1) We are not bound by any deals, business or agreements until acknowledged in writing, especially to the extent that they modify these Terms and Conditions.
- (2) Our Terms and Conditions of Sale apply to the exclusion of all other such terms; we hereby reject any terms of the customer that contradict or depart from our Terms and Conditions of Sale unless we have explicitly agreed to such terms in writing. Our Terms and Conditions of Sale still apply if we make unconditional delivery and are aware that the customer's terms contradict or depart from our own Terms and Conditions of Sale.
- (3) We hereby explicitly reject any purchasing terms of the orderer that depart from these Terms and Conditions of Sale and Delivery. This rejection also extends to cases in which the orderer stipulates a particular form for the rejection. If the orderer's purchasing terms generally exclude rejection, the formulary terms and conditions of sale and purchase will be superseded by the statutory provisions with consideration of DIN 2088 - 2090, 2095, 2097.

2. Quotation

- (1) Our quotations are non-binding
- (2) We retain the proprietary rights and copyrights to drawings, samples, catalogs and other documents; they may not be presented to third parties or rival companies.

3. Purchase and Acknowledgement

The contract is made upon submission of our written order confirmation and subject to the terms and conditions contained therein.

4. Prices

- (1) Prices are given in euros ex works, exclusive of packaging
- (2) They are calculated based on the current cost base. If collectively bargained wages and/or salaries, the costs of the input material or energy costs change by the delivery date, we reserve the right to adjust prices accordingly. The prices are not binding for reorders.
- (3) Packaging costs are calculated separately.
- (4) Our prices do not include statutory value-added tax; it is listed separately in the invoice in the amount stipulated by law on the invoice date.

5. Tools

- (1) Tool costs are principally billed separately from the value of the goods. They must be paid when the shipping sample is delivered or - if none was requested - the first delivery of goods is made.
- (2) There is no obligation to retain the tools.

6. Payment

- (1) Our invoices come due within 10 days of the invoice date with a 2% cash discount, or within 30 days of the invoice date, net and clear of any discounts.
- (2) If we receive a payment late, we reserve the right to charge default interest in the amount of eight percentage points above the base interest rate.
- (3) Payments may only be offset or retained with respect to those of the customer's claims recognized by declaratory judgment or acknowledged by us.
- (4) All our claims come due if the customer violates the terms of payment or if we have concluded the transaction and then become aware of circumstances that are suitable for reducing the customer's creditworthiness. The above also entitles us to require advance payment before making any deliveries still outstanding and to withdraw from the transaction following a reasonable grace period.

7. Delivery

- (1) Delivery deadlines are only binding if so stipulated in a contract. The delivery deadline begins on the day the order confirmation is sent out, or after all the documents required to fill the order have been received – if they are received later – and after resolving any technical questions.
- (2) The delivery deadline is understood to be approximate. It is deemed to have been met if the goods leave the production facility before the deadline expires or, given an impossibility of shipment, notification is given before the deadline expires that the goods are ready for shipment.
- (3) If we are prevented from discharging our obligations by unforeseen circumstances – including, without limitation, operational breakdowns, delays in the delivery of essential raw materials, strikes or lockouts, and regardless of whether these circumstances occurred at our own production facility or at one of our suppliers' facilities - the delivery deadline will be reasonably extended, provided the delivery does not become impossible. If the above circumstances make the delivery impossible, we will be absolved of any obligation to deliver.
- (4) If the above circumstances occur to the orderer, the same legal consequences apply to the orderer's obligation to accept.
- (5) If the orderer is in default of acceptance, or if he culpably violates other obligations to cooperate, we will be entitled to demand reimbursement for damages we incur thereby, including extra expenses. We reserve the right to assert further claims.

8. Excess, Deliveries and Partial Deliveries

- (1) Deliveries with excesses of up to 10 % or with shortages of up to 5 % of the amount ordered conform with the contract.
- (2) If contracts stipulate ongoing delivery, we must be given the amounts and delivery dates of pulls when the order is placed. We are, however, entitled to produce the entire amount ordered at our option, barring any explicit arrangements to the contrary. We only accept subsequent changes to the goods ordered if we have not yet begun production.
- (3) If the goods are not allocated and pulled on time, we are entitled, after a grace period has been given and expired without effect, to allocate and deliver the goods ourselves or to withdraw from the part of the contract not yet performed and to demand indemnification for the damage we incur thereby.

9. Acceptance

The acceptance, if agreed, must be performed at our production facility. If the orderer waives the acceptance at our production facility, the goods are deemed to have been accepted upon dispatch. Unless otherwise agreed, we will bear material acceptance costs, and the orderer will bear personal acceptance costs

10. Shipping and Passage of Risk

- (1) Unless otherwise stipulated, we reserve the right to choose the type of shipping at our own discretion without assuming responsibility for the cheapest type of consignment.
- (2) Unless otherwise indicated by the order confirmation, delivery is agreed ex works. Any and all shipping-related costs and risks pass to the orderer when the goods are tendered to the carrier.

11. Liability for Defects

- (1) For the orderer to assert warranty claims, he must have duly complied with his obligation to examine and object to defects as set forth in the German Commercial Code (HGB) article 377.
- (2) Warranty claims are subject to a limitation period of 12 months after risk passes, except for the right to seek recourse against suppliers.
- (3) The orderer must immediately provide us with the items objected to. If the objection proves to be unfounded, the orderer will have to reimburse the costs of this examination, including any shipping costs.
- (4) If the objection proves to be justified and if it covers more than 5 % of the amount delivered, we reserve the right to decide whether to deliver replacements for the defective items, whether to put them in good or-

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der and condition, or whether to issue a credit note for the amount billed for the items.

- (5) We assume no guarantee that the offered or delivered material is fit for uses that were considered, but not explicitly agreed upon.
- (6) We only accept return shipments following prior agreement.
- (7) We are liable as dictated by law to the extent that the orderer asserts claims for damages caused by intent or gross negligence, including intent or gross negligence demonstrated by our agents, vicarious or otherwise. As long as we are not accused of willful breach of contract, our liability for damages is limited to the foreseeable amount of damage that typically occurs.
- (8) We are liable as dictated by law to the extent that we culpably violate a material contractual obligation; in this case, the liability for damages is, however, is limited to the foreseeable amount of damage that typically occurs.
- (9) To the extent that the orderer is entitled to damages instead of specific performance, our liability is limited to the indemnification of the foreseeable amount of damage that typically occurs, including, without limitation, the circumstances described in section (3).
- (10) Liability for culpable injury to life, limb or health remains unaffected; this also applies to mandatory liability under the Product Liability Act (Produkthaftungsgesetz).
- (11) Liability is hereby excluded unless otherwise stipulated above.

12. Liability for Subcontract Work

- (1) If we perform subcontract work and if the orderer provides or delivers materials, parts of materials, intermediate products or tool jigs for this or other work, they will be used and treated by us with care and conscientiousness.
- (2) We are only required to inspect the raw materials or other materials given to us if this has been explicitly agreed upon and the client bears the costs of the inspection.
- (3) If the items are rendered unusable by acts of God or circumstances beyond our control, this does not constitute grounds for any claims against us to deliver a replacement of the material free of charge or to reimburse any other costs. If parts are rendered unusable because of defects in material, we must be reimbursed for the processing costs incurred thereby.
- (4) If parts are rendered unusable due to defects in workmanship, up to 5 % will be for the account of the orderer. Beyond that, we will produce new items free of charge from material that must be sent to us carriage paid.

13. General Liability

- (1) We hereby exclude any liability for damages beyond that set forth in sections 11 and 12, regardless of the legal grounds for the asserted claim. This applies to, without limitation, claims for damages arising from liability in pre-contractual relationships (culpa in contrahendo), other breaches of duty or from tort claims for damages relating to property damage under the German Civil Code (BGB) article 823.
- (2) The exclusion under section (1) also applies if the orderer demands the reimbursement of futile expenses instead of asserting a claim for damages in lieu of performance.
- (3) If liability for damages is restricted or excluded against us, this also applies to the personal liability for damages of our employees, representatives and vicarious agents.

14. Security Interest

- (1) We own the delivered merchandise until such time as all debts arising from the business transaction between the orderer and us have been fully paid. This security interest is not affected by the charging of individual debts to a current account, the drawing up of a balance and the acknowledgement thereof. Payment is understood to mean our receipt of the consideration.
- (2) The orderer is entitled in the ordinary course of business to resell the merchandise to which the security interest has attached (hereinafter

“conditional merchandise”); he is not, however, permitted to pledge or take out a chattel mortgage on the conditional merchandise.

- (3) The orderer must protect our rights when reselling the conditional merchandise on credit. Furthermore, the orderer hereby assigns to us his claims arising from the resale of such merchandise. We hereby accept this assignment. If we so request, the orderer must give us the information needed to collect the assigned claims and must inform the debtors of the assignment.
- (4) The orderer may process or finish the conditional merchandise for us, but this does not impose any obligations on us. If the conditional merchandise is processed, joined, mixed or mingled with other merchandise not belonging to us, we will have joint ownership of the new thing in proportion to the value of the conditional merchandise with the remaining processed merchandise at the time the processing, joining, mixing or mingling occurred. If the orderer becomes the sole owner of the new thing, he will grant us joint ownership of the new thing commensurate with the value of our conditional merchandise and he will keep the new thing in safekeeping for us free of consideration. If the conditional merchandise is resold together with other merchandise in any condition whatsoever, the advance assignment agreed in section (3) applies only in the amount of the value of the conditional merchandise that, together with the other merchandise, is the subject matter of the delivery transaction.
- (5) If the above provisions entitle us to collateral that exceeds the collateralized claims by 25 %, we will, at our option, at the orderer's request and on a case-by-case basis, release the fully paid delivery.

15. Patent Infringement

- (1) If the merchandise is manufactured and delivered according to the orderer's special design requirements (based on a drawing, sample or other specific information), the orderer hereby guarantees that said design requirements do not infringe the rights of third parties, including, without limitation, patents, utility models and other property rights and copyrights.
- (2) The orderer must hold us harmless from all claims brought by third parties that could arise from such an infringement.

16. Place of Performance, Jurisdiction and Governing Law

- (1) The place of performance and jurisdiction for all disputes arising directly or indirectly from this contractual relationship is the seller's place of business. This also applies for liabilities on notes. We are also entitled to bring an action against the orderer within his jurisdiction.
- (2) The contractual relationship is governed by the laws of the Federal Republic of Germany.

17. Binding Nature of the Contract

- (1) Rights arising from this contract may only be transferred to third parties by the orderer and deliverer by mutual agreement.
- (2) If individual provisions of these General Terms and Conditions are or become invalid in whole or in part, this will not affect the validity of the remaining provisions. The fully or partially invalid provision will be replaced by a provision that most closely approximates the commercial effect of the invalid provision.