

Standard Terms of Sale, Delivery and Payment:

These Conditions of Sale shall apply to companies, legal entities under public law and public funds under public law. Our deliveries and services shall be provided exclusively on the basis of the conditions below. Terms and conditions of the customer, which have not been expressly recognised by us, are not valid.

I. Offer

To the extent documents and illustrations, drawings, weight and dimension specifications belonging to the offer are not expressly identified as binding, they shall solely represent approximations. The supplier reserves title to and copyright to cost estimates, drawings and other documents; they must not be made available to third parties. The supplier is obliged to make designs designated as confidential by a customer available to third parties only with the customer's consent.

SCREENING and DRYING TESTS: If required, the customer is obligated to provide the supplier free of charge with a sufficient amount of the material to be processed for testing purposes. This material and the data obtained with it will be the basis for delivery.

II. Prices and payment

- 1.) To the extent not expressly agreed otherwise in writing, our prices apply ex works exclusive of packaging and plus value added tax in the respectively applicable amount. Packaging costs will be charged separately from the invoice.
- 2.) The purchase price is to be paid within 10 days after delivery with a 2% discount or after 30 days net. Default interest shall accrue at a rate of 9% above the reference rate of the European Central Bank. In accordance with § 286 (3) BGB [German Civil Code], default occurs within 30 days after due date and receipt of the invoice. We reserve the right to claims for additional damages upon default.
- 3.) We reserve the right to appropriately modify prices on the account of changed wage, material and distribution costs for deliveries made 3 months after the contract conclusion or later unless a fixed-price agreement has been made.

III. Delivery time, delivery delay

- 1.) Delivery times are fundamentally non-binding and approximate. In cases of doubt, the delivery period shall start when we send the order confirmation.
- 2.) Compliance with periods for deliveries requires the timely receipt of all documents, required permits and releases, in particular of designs, to be provided by the customer, as well as compliance with the agreed payment terms and other obligations by the customer. If these conditions are not met in time, the periods shall be extended appropriately; this shall not apply if we are responsible for the delay. If we produce prototypes/tool designs ourselves, the delivery period starts with their approval.
- 3.) If non-compliance with agreed delivery periods occurs due to force majeure, e.g. mobilisation, war, riot, or other events, e.g. strike, lockout, the periods shall be extended appropriately. The same shall apply if we do not receive punctual and regular delivery from one of our suppliers.
- 4.) If we are at fault for a delay in delivery, the customer may demand - to the extent it is able to prove that it suffered damage - compensation of 0.5% for each completed week of delay, however in total not more than 5% of the net price of the part of delivery that could not be put into useful operation due to the delay.
- 5.) In all cases of delayed delivery, after expiry of any period given to us for cure, both claims for damages by the customer for delay in performance and claims for damages lieu of performance that exceed the limitations mentioned in Section 6.4. shall be excluded. This shall not apply insofar as there is mandatory liability in cases of intent, gross negligence, or injury to life, limb or health. The customer may only withdraw from the contract to the extent provided by law to the extent we are responsible for a delay in delivery.
- 6.) Upon our request within an appropriate period, the customer is obliged to state to us whether it will withdraw from the contract due to the delay or insists that the delivery be made.

IV. Transfer of risk and acceptance

- 1.) Risk is transferred to the customer when the delivery item has left the plant, even if partial deliveries are made or the supplier has assumed other performances, such as shipping costs or delivery and installation. In the event acceptance

- 2.) is required, this is determinative for purposes of the transfer of risks. It must be carried out immediately at the acceptance date, alternatively after notification by the supplier about acceptance readiness. The customer must not refuse acceptance in case of a minor defect.
- 3.) If shipping and/or acceptance is delayed or omitted due to circumstances for which the supplier is not responsible, the risk will be transferred to the customer from the day of notification about readiness for shipping/acceptance. The supplier undertakes to purchase insurance requested by the customer at its request.
- 4.) Partial deliveries are permissible as far as they are reasonable for the customer.

V. Retention of title

- 1.) The supplier reserves extended retention of title of the delivery item until it has received all payments under the delivery contract.
- 2.) The supplier shall be entitled to insure the delivery item against theft, breakage, fire loss, water and other damages at the expense of the customer, unless the customer proves to have taken out the insurance itself.
- 3.) The customer may neither pledge nor assign the delivery item as collateral. It must immediately inform the supplier in case of seizures as well as confiscation or other third-party dispositions.
- 4.) In case of a breach of contract by the customer, in particular in case of default in payment, the supplier shall be entitled to re-take possession after notice is given and the customer is obliged to return the items. Enforcement of the reservation of title as well as attachment of the delivery item by the supplier shall not be deemed a rescission of the contract.
- 5.) If the customer combines supplier goods and other objects to create a single products, it shall be deemed as agreed that the customer transfers proportionate co-ownership to the supplier within the meaning of § 947 (1) BGB and keeps the product in custody for the supplier free of charge.
- 6.) If the products are sold, the customer shall transfer to the supplier the claims resulting from resale in the amount of the delivery item delivered by the supplier with all ancillary rights.
- 7.) A petition to open insolvency proceedings entitles the supplier to withdraw from the contract and to demand the immediate return of the delivery item.

VI. Liability for defects

- 1.) Warranty rights of the customer require that the customer has properly performed its responsibilities of inspection and notification owed under § 377 HGB [German Commercial Code].
- 2.) Claims for defects become time-barred in 12 months after the goods delivered by us to the customer have been shipped. Our consent has to be requested before returning goods. This period shall not apply to the extent applicable law stipulates longer periods in §§ 438 (1) No. 2 (buildings and things used for buildings), 479 (1) (recourse claim) and 634a (1) No. 2 (construction defects) BGB.
- 3.) In the case that the goods shipped by us have any defects despite all care that was already visible at the time of the transfer of risk, we will repair the goods subject to a timely notice of defect or deliver substitute goods at our discretion. In all cases, we must first be given the opportunity for supplementary performance within an appropriate period. Claims to recourse remain unaffected by the aforementioned provision without restriction.
- 4.) If supplementary performance fails, the customer may - without prejudice to any damage claims pursuant to Section 6.8 - withdraw from the contract or reduce remuneration.
- 5.) Claims for defects will be excluded in the case of minor deviation from the agreed quality, of minor restriction of usability, of natural deterioration or wear and tear, as well as damages incurred after the transfer or risk by incorrect or negligent handling, excessive use, insufficient operating material, poor construction work, inadequate subsoil or by special external influences that are not included in the contract.

In the event the customer or a third party performs improper repair work or modifications, no warranty claims shall be applicable to such work or the consequences thereof.

- 6.) We are obliged as part of supplementary performance to reimburse the customer for the expenses incurred for removal of the defective item and installation or delivery of the repaired item or item supplied free of defects. Reimbursement of the costs is ruled out to the extent that expenses are increased because the goods were transported to another destination after our delivery, unless this corresponds with the intended use of the goods. This applies accordingly to claims for reimbursement of expenses by the customer in accordance with §§ 445 a BGB (Recourse of the seller), provided that the last contract in the supply chain is not a purchase of a consumer item.
- 7.) Claims for recourse by the customer against us are only permissible to the extent the customer has not made agreements with its respective buyer exceeding the legally binding claims for defects.
- 8.) Damage claims by the customer for a material defect shall be excluded. This shall not apply in case of fraudulent concealment of the defect, in case of non-compliance with a quality guarantee, in case of an injury to life, body, health or freedom and in case of an intentional or grossly negligent breach of a duty by us. Customer claims for material defects that exceed or deviate from the customer claims regulated in these Standard Business Terms shall be excluded.

VII. Other damage claims and limitation period

- 1.) Claims for damages by the customer, for whatever legal reason, in particular due to breach of duties from the contractual obligation and from tort, shall be excluded.
- 2.) This shall not apply to the extent there is mandatory liability, e.g. under the Product Liability Act, in cases of intent, gross negligence, injury to life, limb or health or breach of material contractual obligations. However, the claim for damages for breach of material contractual obligations shall be limited to the foreseeable damage typical for this type of contract, unless there is a case of intent or gross negligence or liability in cases of injury to life, limb or health.
- 3.) To the extent the customer is entitled to damage claims, these shall lapse with expiry of the limitation period applicable pursuant to Section 6.2. The same shall apply to customer claims in connection with measures to avoid damages (e.g. recall actions). The statutory limitation rules shall apply in cases of damage claims under the Product Liability Act.
- 4.) The above provisions shall apply to the same extent to our performing and vicarious agents.

VIII. Place of performance, jurisdiction and applicable law

- 1.) This contract and all legal relations of the parties are subject to the laws of the Federal Republic of Germany subject to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 2.) The place of performance is our registered office. If the customer is a merchant, a legal entity under public law or a special public fund, the exclusive place of jurisdiction for all claims arising from the contractual relationship is the location of our registered office. We shall also be entitled to take legal action at the registered office of the customer.
- 3.) All agreements made between the parties concerning performance of this contract are set out in writing in this contract.
- 4.) If an individual provision of these Standard Business Terms and of other agreements concluded, is or becomes ineffective, this will not affect the validity of the remaining terms. The parties undertake to replace the invalid provision with a provision that comes as close as possible to the invalid provision in terms of commercial purpose. The same shall apply accordingly for gaps in contractual provisions.

IX. Repeat order

These terms of delivery shall also apply to repeat orders or repair requests that have not been expressly confirmed in writing.