

## **General Standard Terms and Conditions**

### **A. General**

1. Our General Standard Terms and Conditions shall apply to all current and future business relations with the customer (enterprises, legal entities of public law or with statutory special funds).
2. Deviating, adverse, or supplementary General Standard Terms of Conditions/General Terms and Conditions of Purchase shall, even in their knowledge, not become an integral part of the contract unless their validity is expressly approved in writing.
3. We reserve the right to modify these General Standard Terms and Conditions at any time.

### **B. Conclusion of Contract**

1. Our quotations shall be subject to confirmation. Oral agreements shall require our written confirmation to become effective.
2. Purchase orders placed by the customer shall be binding. Our acceptance of the contractual offer implied with the purchase order shall be made by means of an express order confirmation. We shall be entitled to give the order confirmation within a period of two (2) weeks.
3. The receipt of purchase orders placed by an electronic transmission shall not be confirmed. Orders/order confirmations submitted by facsimile or email shall also be effective without signature.
4. The conclusion of the contract shall be subject to the correct and timely receipt of the deliveries from our suppliers. The foregoing provision shall only apply if we are not responsible for the non-delivery, in particular in the event of the conclusion of a congruent cover business with our supplier.

### **C. Prices and Terms of Payment**

1. The prices quoted by us shall be ex works or ex distributing warehouse. The packaging shall be invoiced separately according to the expenses incurred. The prices quoted by us do not include the statutory VAT. The VAT shall be separately shown on the invoice with the rate valid at the date of delivery.
2. Delivery, performance, and invoicing shall be performed at the most recent prices and conditions confirmed by us. We shall be entitled to perform corresponding price adjustments in case of unforeseeable changes in raw material, wage, energy, and other costs.
3. Our invoices shall be due exempt from postage and expenses within 14 days from the receipt of the goods with a discount of 2% or net within 30 days. A payment shall be deemed to have been made if we can dispose of the payment amount. We shall not be obliged to accept checks, bills of exchange, or other promises to pay; their acceptance shall always be considered as conditional payment and with reservation of the possibility of discounting against the immediate compensation of any and all expenses. We shall be entitled to invoice dunning charges amounting to 5.00 € per dunning notice.
4. In case of a delay in payment, any granted rebates, discounts, or other special benefits shall become void. In addition, we shall be entitled to request interests at an interest rate of 8 percentage points above the base rate of interest. The foregoing provision shall not exclude the right to assert further claims for damages.
5. We reserve the right to disaffirm a credit extension also to the extent such credit extension is implied in the grant of time

limits for payment in the framework of these conditions. Furthermore, we shall be entitled to request a security for existing liabilities at any time. We decide in our sole discretion whether such security is sufficient. If such request is not complied with, if the customer does not fulfill his payment obligations, or if circumstances that are, at proper commercial discretion, suited to doubt the customer's credit standing become known, then any and all receivables, including those receivables for which we accepted checks, bills of exchange, or other promises to pay, shall become due immediately.

6. The customer shall only be entitled to offset or withhold payments if his counterclaim has been ascertained to be incontestable or legally enforceable. The customer shall be entitled to other adverse rights, in particular the plea of non-performance, to the statutory extent. As for the rest, deductions that have not been expressly agreed upon, shall not be accepted.

7. Invoices for moulds, tools, devices, and preliminary work shall be due immediately after the receipt of the invoice without any deductions. Moulds, tools, and devices shall be our sole property, also in case of defraying or sharing costs with the customer.

### **D. Delivery**

1. The compliance with agreed upon dates or periods of delivery is subject to a disturbance-free flow of operations and transport. This means that we shall be released from our obligation of a timely delivery or performance in the event of force majeure or other disturbing events occurring in our company, at our suppliers or the transport companies (e.g. plant interruptions or stoppage of traffic, fire, acts of nature, power or raw material shortages, strike/lockout, official measures). If we, our legal representatives, or senior executives are accused of intention or gross negligence, we shall be liable according to the statutory provisions. With respect to damages caused by ordinary negligence any liability shall be excluded unless the damages are foreseeable typical damages from the violation of material contractual duties. The customer's statutory right to withdraw from the contract shall not be affected if its prerequisites are given.

2. We shall be entitled to deliveries and performance by successive installments. Short or additional deliveries of the sold quantity shall be deemed to fulfill the contractual provisions if such short or additional deliveries do not exceed an extent customary in trade or commerce. Independent of the place of dispatch, the delivery shall be performed at the customer's cost and risk. If the delivery is ready to be shipped and the dispatch or acceptance is delayed for reasons not to be attributed to us, the risk shall pass to the customer with the receipt of the dispatch note. The dispatch shall be deemed to be performed at this point of time.

3. In the event of financial difficulties or a substantial deterioration of the customer's financial position (e.g. application for insolvency proceedings, execution of a statement in lieu of an oath), we shall be entitled to immediately discontinue the deliveries and to refuse the fulfillment of current contracts.

### **E. Reservation of Ownership**

1. Any and all delivered goods shall remain our property (conditional goods) until any and all our claims from the business relation have been duly satisfied. This shall also have apply if payments for specifically designated receivables have been made.

2. The customer shall be obliged to treat the goods carefully and to take out a replacement value insurance against fire

and theft at his own cost. Claims against the insurance company shall be assigned to us amounting to the value of the goods. The customer shall inform the insurance company on the assignment of claims.

3. The customer shall be obliged to immediately inform us about a third-party access to the goods, e.g. in the event of a levy of execution, as well as about possible defects or the destruction of the goods. The customer shall be obliged to confirm our right of ownership in writing towards third parties and towards us. The customer shall not be entitled to perform a pledge or assignment for security of the goods delivered subject to the reservation of ownership.

4. In case of a contract-breaching behavior or the customer, in particular with respect to a delay in payment or the violation of an obligation according to paragraph 2 and 3 of this provision, we shall be entitled to terminate the contract and to request the return of the goods.

5. The customer shall be entitled to resell the goods in the ordinary course of business. The customer assigns any and all receivables that accrue to the customer by means of the resale to the third party amounting to the invoice amount to us. We accept this assignment. After the assignment, the customer shall be entitled to collect the receivable until revoked. We reserve the right to collect the receivable on our own if the customer does not properly meet his payment obligations (revocation of the resale authorization). Upon our request, the customer shall be obliged to inform us on the debtors of the receivables assigned, to notify the debtors about the assignment, and to immediately submit the documents required for the assertion of the claim (invoices, delivery notes).

6. The treatment and processing of the goods by the customer shall always be performed for us. No obligations to be met by us shall arise therefrom. If a processing is performed with objects not belonging to us, then we acquire a joint ownership of the new physical object in the ratio of the value of the goods delivered by us to the other processed objects. The same shall apply if the goods are mixed with other objects not belonging to us.

7. Upon the request of the customer, we shall be obliged - at our option - to release existing securities if their value substantially exceeds the claim to be secured by more than 20%.

#### **F. Warranty**

1. Our binding product description that is set forth and released by us in the technical data sheets shall exclusively settle the agreed upon quality and purpose of the goods. The customer shall not be entitled to make statements deviating therefrom towards third parties. Our product description shall be no guarantee with respect to the quality or service life. We reserve deviations customary in this branch of business as well as technically not avoidable deviations from physical or chemical values and from samples and previous deliveries.

2. The customer shall be obliged to communicate obvious defects in writing within a period of two weeks from the receipts of the goods. Otherwise, the assertion of any warranty claims shall be excluded. The deadline shall be deemed to be observed with the timely dispatch of the notice. The customer shall bear the full burden of proof for any and all qualifying conditions, in particular for the defect itself, for the time of detection of the defect, and for the timely receipt of the notice of defects. In addition, the statutory duty to examine and the requirement to give notice of defects shall apply.

3. To the extent we are obliged to do so in the framework of the liability for defects, we will perform a subsequent fulfillment for defective goods. Such subsequent fulfillment shall, at our option, be initially performed by repairing or replacing the defective product.

4. If the subsequent fulfillment fails, the customer shall be entitled to exercise his right to withdraw from the contract or his right to a reduction in price. In the event of a minor breach of contract, however, in particular in the event of minor defects, the customer shall not be entitled to withdraw from

the contract. If the customer opts to withdraw from the contract due to a defect after the failed subsequent fulfillment, he shall not be entitled to claims for damages due to the defect. If the customer opts for a compensation of damages after the failed subsequent fulfillment, the goods shall be retained by the customer if this can be reasonably expected by the customer. The compensation for damage shall be limited to the difference between the purchase price and the value of the defective object. The foregoing shall not apply if we are responsible for the contract violation acting with the intent to deceive.

5. The warranty period shall be two years from the delivery of the goods.

6. There shall be no warranty obligation for used and blemished goods. It is the customer's responsibility to inspect and check the used and blemished goods with respect to their quality and suitability prior to the conclusion of the contract and the delivery.

#### **G. Liability**

1. According to a long-standing practice of our branch of industry, claims for damages by the customer of any kind and for any legal reason whatsoever, e.g. due to a breach of duty, arising from illegal acts or upon the compensation among joint debtors, against us, our legal representatives, vicarious agents, and company employees, shall be excluded in any case. If we, our legal representatives, or senior executives are accused of intention or gross negligence, we shall be liable according to the statutory provisions. With respect to damages caused by ordinary negligence any liability shall be excluded unless the damages are foreseeable typical damages from the violation of material contractual duties.

2. The foregoing liability provision shall also apply to our written and oral consultation and the consultation given by tests and otherwise. In particular, the customer shall not be released from his obligation to check the suitability for the intended purposes on his own. Claims according to the product liability law shall not be affected by this exclusion of liability. The same shall apply to our liability for damages arising from the violation of the life, the body, or the health.

3. Claims for damages by the customer due to a defect shall become statute-barred two years after the delivery of the goods. The foregoing shall not apply if we can be accused of the intention to deceive.

#### **H. Final Provisions**

1. We reserve the right of ownership and the proprietary right with respect to cost estimates, drawings, samples, models and similar. They must not be made accessible to third parties and must be returned upon our request. If the customer cedes or transfers industrial property rights, drawings, samples, models and similar to us, the customer shall take the responsibility for the lawfulness of the use by us towards third parties. Furthermore, the customer shall be obliged to hold us harmless from third party claims and to grant a compensation for costs expended and lost profit.

2. The laws of the Federal Republic of Germany shall exclusively apply. The provisions of the UN purchase law shall be excluded.

3. If individual provisions of the contract with the customer, including these General Standard Terms and Conditions, shall be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced with a provision the economic success of which comes as close as possible to the one of the invalid provision.

4. Place of performance and exclusive place of jurisdiction for any and all disputes arising from the business relation with the customer shall be our place of business.

5. The customer is informed that personal data may be stored and processed according to the provisions of the BDSG (Bundesdatenschutzgesetz - Federal Data Protection Act).