

General Sales and Delivery Terms for Products of imat-uve gmbh in commercial transaction with business entities Version July 2018

1. Scope of application, general information

1.1 These General Sales and Delivery Terms apply exclusively for business entities in terms of § 14 of the German Civil Code (BGB), i.e. natural or legal entities or private companies with limited liability purchasing goods or services for commercial or independent occupational use and persons pursuant to public law and special funds under public law.

1.2 The following conditions apply exclusively for the business relationship with purchasers and/or customers - hereinafter jointly referred to as "**Customers**", also with respect to information and consultation.

1.3 Deviating conditions of the Customer apply only if and in as far as we have explicitly acknowledged them in writing. Our silence to such deviating conditions is particularly not regarded as acknowledgement or approval, also in case of future agreements. Additionally applicable for the usage of our online shop are the conditions for B2B transactions under www.shop.imat-uve.de

Our General Terms and Conditions apply instead of any general business or purchasing conditions of the Customer, even if they stipulate that the acceptance of the order represents the unconditional acknowledgement of the general business or purchasing conditions, or if we deliver or perform following the Customer's indication to the validity of his general business or purchasing conditions, unless we have explicitly waived the application of our General terms and conditions of order, delivery and service. The exclusion of the Customer's general business or purchasing conditions also applies if our General Terms and Conditions do not contain special regulations to the individual issues. By accepting our order confirmation or goods, the Customer explicitly acknowledges that he waives his right to object based on his purchasing conditions.

1.4 Any general agreements or other contracts concluded with our Customers take priority. Unless they contain specific regulations, they are supplemented by these General Terms and Conditions.

1.5 If the term compensation claims is mentioned in this document, it equally applies to claims for the compensation of expenditures in terms of § 284 BGB (German Civil Code).

2. Information / consultation / characteristics of products and services / act of cooperation by the Customer

2.1 Information and explanations with respect to our products and services provided by us or our employees and vicarious agents are exclusively based on our previous experiences. They do not represent characteristics or warranties in terms of our products or services. The hereby stipulated values are to be considered average values of our products and/or our services.

2.2. *All statements pertaining to our products and services, particularly the illustrations, drawings, measurement characteristic or performance features contained in our offers and documents as well as the Internet, including other, particularly technical specifications or specifications pertaining to contents are to be considered approximate average values in absence of the term "binding characteristics" of our delivery items.* This applies accordingly for statements made by our employees, unless otherwise agreed. Also data without tolerances pertaining to our products, as they are contained in our Internet sites or our catalogues and/or brochures are subject to standard, product-dependent deviations and changes, particularly due to production-technological circumstances and utilised materials.

2.3 In as far as we provide utilisation / application instructions, these are drafted with the customary care and non-binding if not specified in an exclusively negotiated Consultancy Agreement; they do not exempt our Customers from carefully checking our products with respect to suitability for the desired purpose. Unless explicitly agreed otherwise, the Customer is in any case obligated to test the usability of our products and/or services with respect to the intended designated use. This also applies for information pertaining to import, customs and certification regulations.

2.4 We only assume the duty to give advice regarding our products and their utilisation based on a separate written consultancy agreement.

2.5 The reference to standards, similar regulations as well as technical information, descriptions and illustrations of the delivery item in offers and brochures and/or the Internet and our advertisement as well as on provided analyses or descriptions of physical characteristics only represent information regarding the suitability of our products in a legal sense if we have explicitly declared the characteristics as "*Product Characteristics*"; otherwise, it is a non-binding, general performance description. In the absence of any other agreement, this also applies for the statements made by our employees.

2.6 Warranty in legal terms (assumption of strict liability) only applies as assumed by us if we have specified a characteristic and/or performance success in writing form as "*legally guaranteed*".

2.7 Beyond the statutory, mandatory liability, we are not liable for the usability and/or registration and marketability of our products and services for the Customer's intended purpose unless we have explicitly agreed otherwise with the Customer. The regulation of no.11 remains unaffected.

2.8 The Customer is obligated to provide us with the information and data required for our performance completely and on time and to retain copies of the data provided to us.

3. Specimens/ provided documents and data / samples / quotes

3.1 The characteristics of samples and/or specimens shall only become an integral component of the agreement if this has been *explicitly* negotiated with us. The Customer is *not* entitled to use and transfer samples.

If we effect a sale based on a product sample, deviations from the sample are admissible in the delivered products and do not constitute a reason for complaint and claims against us if they are commercially customary and if any agreed specifications are met by the delivered products, unless agreed otherwise.

3.2 We reserve all proprietary and copyrights with respect to samples, illustrations, drawings, data, quotes and other documents pertaining to our products, which have been disclosed or provided to the Customer. The Customer is obligated to refrain from providing third parties with access to the above-mentioned samples, data and/or documentation unless we grant our explicit written consent. He has to return them to us upon request if a respective order was not granted to us within 4 weeks following hand-over by the customer.

The regulations in sentences 1 and 2 apply accordingly for the Customer's documents, drawings or data; however, we are permitted to provide access to these to third parties to whom we transfer contractual deliveries and/or services in accordance with the Customer, or whom we engage as vicarious agents or suppliers.

4. Formation of agreement / scope of delivery and service / procurement risk and warranty

4.1 The Agreement shall be concluded in German. The Customer may place orders by phone, in writing, by fax or Email or in our **Online Shop** under www.shop.imat-uve.de. If ordering goods in our Online Shop, you have to first select or collate them in the context of the provided selection and subsequently placed into the shopping basket (click on "add products to shopping basket"). To recognise and prevent entry mistakes during the ordering process, the Customer is shown an overview page for checking purposes in the event of an online order prior to the effective order in our online shop; with the aid of this overview, he can verify all details of the order (product, price, delivery costs etc.) and correct the data himself in the input fields or by using the "back" arrow (->).

In addition, the Customer has to register in our online shop to place orders as follows: Via a selection menu, the Customer states that he is a business person in terms of no. 1.1 above and subsequently completes the registration screen with information, such as name, address, email address and password, required for business entities. The registration is confirmed immediately to the Customer via email. In any event, the Customer is obligated to truly, correctly and completely provide all information in the context of the order and/or registration in our online shop which is required to process the order, particularly complete company name / first and surname, address, payment data and email address in case of merchants.

4.2 Our offers are subject to change unless they are explicitly identified as binding or contain explicit binding assurances or if the commitment was otherwise explicitly agreed upon. They are requests for the Customer's orders.

4.3 The Customer is bound to his order as contract application for 14 calendar days - in case of electronic order 5 working days (respectively at our registered office) - following our receipt of the order, unless the Customer may expect to receive a later approval under ordinary circumstances (§ 147 BGB (German Civil Code)). This also applies for subsequent orders by the Customer.

4.4 An agreement is only formed - also in the course of regular commercial transactions - if we have confirmed the Customer's order in writing or text form with an order confirmation. Unless explicitly otherwise agreed between the Customer and us, the order confirmation as acceptance only applies subject to still outstanding payments being settled by the Customer and subject to a credit check by us about the Customer remaining without a negative answer.

In case of deliveries or services within the period of commitment for the Customer's offer to conclude the Agreement, our order confirmation can be replaced by our delivery, whereby the dispatch of the delivery is decisive for the date of fulfilment, unless otherwise agreed in writing.

4.5 In case of call orders or Customer-related acceptance delays, we are authorised to procure the material for the entire order and produce the total order quantity immediately and/or stock up on the entire order quantity. Any requests for change by the Customer can therefore no longer be considered after the order, unless this has been explicitly agreed upon between the Customer and us.

4.6 We are entitled to demand a binding determination in case of call orders or the agreement of terms, finished lot sizes and/or acceptance dates at the latest 3 months after order confirmation. If the Customer does not comply with this demand within 2 weeks, we are entitled to withdraw from the yet unfulfilled part of the Agreement and demand compensation instead of performance following a notice period of 2 weeks.

Unless agreed otherwise, if a purchase on retrieval order is concluded, the individual calls have to be received by us at least 6 weeks prior to the requested delivery date if a shorter call or delivery deadline was not agreed upon.

4.7 Unless agreed otherwise, the Customer is obligated to accept the purchased products within one year after establishing the order confirmation. If the calls are not received in due time, we are entitled to demand the calls and their assignment and set a grace period for the allocation of 14 days. If the grace period expires unsuccessfully, we are entitled to withdraw from the Agreement or demand compensation instead of the performance. In the notification, we do not have to point out the rights according to this clause again.

In the event of a compensation demand as regulated above, the compensation to be paid amounts to a flat 20% of the net invoice price in case of purchase agreements. The right to the verification of a different amount of compensation or the lack of damage is reserved by both Parties. A reversal of the onus of proof is not associated with the above regulations.

4.8 The Customer is obligated to inform us in writing of any special requirements for our products and or services which are not explicitly offered to him in due time prior to the conclusion of the agreement. However, such directions do not extend our contractual obligations and liabilities.

In the absence of an explicit agreement to the contrary, we are merely obligated to deliver the ordered products as marketable and registerable within the Federal Republic of Germany.

4.9 We are merely obligated to perform from our own goods on hand (duty to retain stock).

4.10 The assumption of a procurement risk in terms of § 276 BGB is not solely based on our duty to deliver certain goods merely of the same type.

4.11 We only assume a procurement risk in terms of § 276 BGB (German Civil Code) by virtue of written, separate agreement, utilising the term "we assume the procurement risk ...".

4.12 Unless this is explicitly agreed in written or text form or if we are subject to a deviating, mandatory statutory regulation, we are only obligated to provide operator information for our products as well as product labels in German, or at our discretion in English.

The Customer is responsible to provide us with all necessary information with respect to the ordered products within a reasonable time and free of charge, so the order can be executed according to the Agreement.

4.13 We reserve the right to change specifications of the products to the extent necessary to comply with statutory requirements, if such changes do not cause the deterioration of quality and usability for the conventional purpose and, in as far as the suitability for a certain purpose was agreed, for the intended purpose. We shall inform the Customer of the change of specification in advance in writing or text form.

4.14 We are entitled to excess or short deliveries up to 5% of the agreed delivery quantity.

We are furthermore entitled to deliver products with conventional deviations in quality, dimension, weight, colour and equipment. Such products are considered in accordance with the Agreement.

4.15 In individual cases, we are entitled to partial deliveries based on an explicit agreement with the Customer.

5. Delivery / place of fulfilment / delivery period / delay in delivery / packaging

5.1 Binding delivery deadlines and periods have to be agreed explicitly and in writing. In the event of non-binding or approximate (approx.) delivery deadlines and periods, we shall endeavour to meet these to the best of our ability.

5.2 Deadlines for deliveries and services commence with the receipt of our order confirmation by the Customer, however not before all commercial, technical and logistic details of the execution of the order between the Customer and us are clarified and all other prerequisites required from the Customer are at hand, particularly until agreed prepayments or sureties and necessary cooperation performances by the Customer have been provided in full. This also applies for delivery and service deadlines.

If the Customer has requested changes after placing the order, a new delivery or service deadline commences, which equates to the original delivery/service deadlines, with the confirmation of the change by us.

5.3 Deliveries prior to the expiration of the delivery deadline are admissible. In case of duty to collect, the delivery day is the date of the readiness for dispatch note, otherwise the date of the dispatch of the products, in case of a duty to deliver, it is the date of the delivery at the agreed location.

5.4 In the event of a delayed retrieval call or retrieval approval attributable to the Customer, we are entitled to delay the delivery by a period equal to the Customer's arrears plus a scheduling period of 4 working days at the location of our registered offices.

5.5 In the absence of another agreement, the Customer's interest in our service is only omitted if we fail to deliver essential parts or deliver them delayed.

5.6 If we are in default of delivery, the Customer is obligated - if it is not inappropriate - to initially provide us with a reasonable period of grace to perform of at least 14 calendar days. If this period of grace expires unsuccessfully, the Customer is only entitled to compensation due to breach of duty, regardless of the reason, according to the specifications of regulation no. 11.

5.7 We are not in default as long as the customer is in delay with the fulfilment obligations toward us, also obligations from other agreements.

5.8 In case of agreed duty to deliver, the unloading of goods is the responsibility and at the expense of the customer.

5.9 In the absence of other agreements, we only take back packaging materials based on and to the extent of statutory obligations.

6. Force Majeure / self-supply

6.1 We shall inform the customer in writing or text form immediately if we do not, not correctly or not in time receive deliveries or performances from our suppliers for reasons outside of our sphere of responsibility for the provision of contractually owed deliveries or performances despite proper and sufficient provision (congruent provision) prior to the conclusion of the Agree-

ment with the Customer in accordance with the quantity and quality based on the owed delivery or service agreement with the Customer or in the event of force majeure of a significant period of time (i.e. with a duration of more than 14 calendar days). In this case we are entitled to delay the delivery by the duration of the impediment or partially or entirely withdraw from the agreement with respect to the unfulfilled part if we have complied with our above mentioned duty to provide information and if we have not accepted the risk of procurement according to § 276 BGB or a delivery guarantee. Force majeure includes strike, lock-out, official interventions, energy and raw material shortage, not culpable transport bottlenecks or impediments, not culpable operational impediments - e.g. due to fire, water or machine damage - and all other impediments which have not been culpably caused by us based on objective approach.

6.2 If a delivery date or delivery deadline has been bindingly agreed and if, based on events according to no. 6.1, the agreed date or the agreed deadline is exceeded, the Customer, following the unsuccessful expiration of a period of grace of at least 30 calendar days, is entitled to withdraw from the Agreement based on the not yet fulfilled part. Further claims of the customer, particularly those pertaining to compensation or reimbursement for expenses, are excluded in this case.

6.3 The regulations above according to no. 6.2 apply accordingly, if for reasons mentioned in no. 6.1 it would be objectively unfeasible for the Customer to continue with the Agreement also without the contractual agreement of a fixed delivery deadline.

7. Dispatch / transfer of risk / acceptance / default of acceptance

7.1 Unless otherwise agreed, delivery is ex works, Incoterms 2010.

In case of a sale involving shipment, we are entitled to send the products also from a place other than the place of fulfilment.

7.2 The choice of transport route and means of transport in case of agreed dispatch or in the absence of an agreement is at our discretion. However, we shall endeavour to consider the Customer's requests with respect to type of delivery and transport route, without constituting any right of the Customer. Any additional cost incurred, such as transport and insurance - also in case of agreed freight-free delivery - are the responsibility of the Customer.

7.3 In case of agreed duty to collect with the handover of the goods to the Customer, in case of agreed duty to send upon the handover to the forwarding agent, the freight carrier or other companies determined for the execution of dispatch, however at the latest upon the goods leaving our factory or warehouse or our branch or the manufacturer's factory, the risk of accidental destruction or accidental deterioration of the goods is transferred to the Customer, unless a duty to deliver has been agreed. The above condition also applies in case of an agreed partial delivery. In the event of duty to deliver, the risk is transferred to the Customer upon delivery at the agreed location.

7.4 If the dispatch or delivery is delayed in terms of the agreed date or for reasons owed to the Customer, we shall store the products at the Customer's expense and risk. In this event the notification of readiness for dispatch equals the dispatch.

Starting with the expiration of a reasonable term specified in the notification of readiness for dispatch in written or text form, we charge the costs incurred for the storage at 0.5% of the net invoice amount of the stored products for each commenced week, however a maximum of 5% of the net invoice amount of the stored products. The stored products are only insured upon special request of the Customer. The assertion of further rights remains unaffected. The Customer is entitled to prove that no cost or that a significantly lower amount of costs have been incurred.

7.5 If the delivery or acceptance is delayed due to the fact that we exert our right of retention as a consequence of the Customer's total or partial default of payment or any other reason attributable to the Customer, the risk is transferred to the Customer as at the date of dispatch of the notification announcing readiness for dispatch and/or willingness to perform to the Customer at the latest.

7.6 If no collection date is specified at the time of ordering, which has to be confirmed by us and/or if the acceptance does not occur at the agreed collection date, we shall dispatch the contractual products at our choice with a freight forwarder commissioned by us at the risk of the Customer or store the contractual products at the Customer's expense. We shall additionally invoice the Customer for the incurred packaging, transport and

insurance costs (the latter if transport insurance was agreed upon) at the time of dispatch.

In case of storage, the Customer is responsible for a storage fee of 0.5% of the net invoice amount per week for the stored products, however maximally 5% of the net invoice amount of the stored products. Both Parties are entitled to prove lesser or greater expense, the Customer is also entitled to prove a complete lack of expenses.

7.7 If the acceptance of the products or their dispatch is delayed for reasons attributable to the Customer, we are entitled, following the specification and the expiration of a 14 day period of grace to demand immediate payment of the remuneration or withdraw from the agreement or reject fulfilment and demand compensation instead of the entire service at our discretion. The granting of the grace period shall be in writing or in text form. In the notification, we do not have to point out the rights according to this clause again.

In the event of a compensation demand as regulated above, the compensation to be paid amounts to a flat 20% of the net invoice amount. The right to the verification of a different amount of compensation or the lack of damage is reserved by both Parties. A reversal of the onus of proof is not associated with the above regulations.

8. Notice of defect / breach of duty pertaining to material defects (warranty)

8.1 The Customer is obligated to reprimand us immediately of discernible material defects in our supplied products in written or text form, however at the latest within 12 calendar days following the collection in case of delivery ex works or warehouse, otherwise after delivery, hidden material defects immediately upon discovery; however, the latter at the latest prior to the expiration of the warranty limitation period according to no. 8.7.

A reprimand after the prescribed period or not in the due form excludes any claim by the Customer based on breach of duty pertaining to material defects. This does not apply in the event of intentional, gross negligent or malicious actions by us, in the event of violation of life, body or health or the acceptance of a defect-free warranty or procurement risk according to § 276 BGB (German Civil Code) or other mandatory statutory liabilities. The statutory special regulations remain unaffected in cases of final delivery of the goods to a consumer (*supplier recourse* according to §§ 478, 479 BGB (German Civil Code)).

8.2 In case of material defects in our products discernible upon delivery, the delivering transport company has to also be reprimanded and a written or text record of the defects has to be requested from the transport company. The initiation of the notice of defect against the delivering transport company after the prescribed period excludes any claim by the Customer based on culpable breach of duty pertaining to material defects. This does not apply in the event of intentional, gross negligent or malicious actions by us, in the event of violation of life, body or health or the acceptance of a procurement risk or defect-free warranty according to § 276 BGB (German Civil Code), or the liability according to mandatory statutory liabilities and in the event of a claim of recourse in the chain of supply (supplier regress §§ 478, 479 BGB).

If quantity and weight defects were already discernible following the above mentioned duty to inspect, the Customer has to reprimand these defects to the delivering transport company upon receipt of our goods and obtain a written copy of the complaint from the transport company. No. 8.2 sentence 2 applies accordingly.

8.3 The products delivered by us apply as approved upon commencement of processing, treatment, combination or amalgamation with other items. This applies respectively in the event of sending from the original place of destination, unless this correlates with the customary use of the delivered goods.

8.4 Prior to the assertion of other rights, the Customer has to supply to us a warning notice including an appropriate period of grace in writing or text form in case of other breaches of duty on our part; otherwise, the Customer loses any resulting rights. This does not apply in the event of intentional, gross negligent or malicious actions by us, in the event of violation of life, body or health or the acceptance of a warranty or procurement risk according to § 276 BGB (German Civil Code), or the liability according to mandatory statutory liabilities.

8.5 If the Customer is a merchant in terms of the Commercial Code, we shall remedy defects incurred under the Customer's sphere of influence and unjustified complaints at the expense of the Customer.

8.6 Unless otherwise explicitly agreed in writing or text form, we grant warranty for a period of 12 months, calculated from the date of transfer of risk (see no. 7.3 – 7-5); in the event of the Customer's refusal to take delivery, from the moment of receipt of notice of readiness for the Customer's acceptance of the products. This does not apply for compensation claims based on warranty, the assumption of a procurement risk in terms of § 276 BGB, claims based on the violation of life, body or health, malicious, intentional or gross negligent acts on our part or in cases of §§ 478, 479 BGB (recourse in the delivery chain with consumers) § 438 (1) no. 2 (establishment of buildings and delivery of material for buildings) and § 634a (1) no. 2 BGB (construction defects) or if other longer limitation periods are mandatorily determined by law. § 305b BGB (priority of the individual verbal or textual or written understanding) remains unaffected. A reversal of the onus of proof is not associated with the above regulation.

8.7 If the Customer or a third party repairs the products delivered by us inappropriately, we are not liable for any resulting consequences. This also applies for changes to the delivery item without our prior consent.

Our warranty and liability for material defects of the products is excluded if the Customer does not observe the technical regulations or operating instructions for the products determined by us in line with the concluded agreement and if the defect of the product or damage of the Customer is based thereupon.

This also applies if changes were made or occur to the base or building upon which the product was installed and/or processed, which simultaneously alter the contractually agreed requirements of the installed or processed product up to this point in time, or if the delivered utilised and processed product is treated improperly, particularly if it is exposed to substances which were not explicitly specified by the Customer in writing, and if the defect / damage of the customer is based thereupon.

8.8 Further claims of the Customer due to or in connection of defects or damage caused by a defects, regardless of the reason, are only valid according to the conditions in no. 11.

8.9 Our warranty in the context of the purchasing agreements concluded with us (i.e. claims based on breach of duty due to poor performance in case of material defects in connection with the purchasing agreement concluded with us) and the resulting liability is excluded if defects and related damages are not verifiably based on faulty manufacturing material, faulty construction and/or faulty production and/or processing or - if owed - insufficient usage instructions. The warranty and resulting liability based on breach of duty due to poor performance is particularly excluded for the consequences of incorrect usage, unsuitable storage and transport conditions and the consequences of chemical, electromagnetic, mechanical or electrolytic impacts, which do not comply with the agreed average standard impacts specified in our product description and/or out operating instructions or an alternatively concluded product specification or the respective product-specific data sheet on our part or the manufacturer's average standard impacts. This does not apply in case of malicious, gross negligent or intentional acts on our part or the violation of life, body or health, the assumption of a warranty, the procurement risk according to § 276 BGB (German Civil Code) and/or liability according to other statutorily mandatory liability.

8.10 Claims by the Customer due to expenses based on the subsequent fulfilment, particularly transport, shipping, labour and material costs, are excluded if the expenditure increases because the products were subsequently transferred to a location other than the registered office or branch of the Customer, unless the transfer correlates with the intended usage of the delivered product.

8.11 Warranty claims are excluded in case of merely insignificant deviations from agreed or conventional characteristic or usability.

8.12 The acknowledgement of breaches of duty in form of material defects owed to us always requires the written form.

9. Prices / payment conditions / plea of uncertainty

9.1 All prices are ex works/warehouse and are principally net in Euro, excluding packaging, freight, postage and, if transport insurance was agreed, insurance costs, plus VAT to be paid by the Customer (if legally applicable) in the respectively specified amount, ex works or warehouse plus any country-specific levies upon delivery into countries other than the Federal Republic of Germany as well as plus customs or other fees and public dues for the delivery/service. The valid prices are - in absence of other agreements with the Customer - based on our price list generally applicable price list at the time of the Customer's order. Any

subsequent price reductions occurring after, but still prior to the delivery of the products or services are only considered as an exception; a consideration on our part is voluntary without any rights on the part of the Customer.

The minimum net order value is €100.00. All orders under €100.00 incur an extra charge for low quantities of €20.00. For products from our online shop, this policy does not apply. A surcharge for a small amount will not be charged.

9.2 Payment methods other than bank transfers for orders outside of our online shop under www.shop.imat-uve.de require a special agreement between the Customer and us; this particularly applies for the endorsement of cheques and bills of exchange.

It is possible to pay in advance in our online shop. In this context, the following conditions of this no. 9.2 apply:

Payment in advance

Following the order, the Customer receives our banking details via email. As soon as the complete invoice amount is received in our account, we dispatch the products immediately within the agreed delivery period. Note: Transfers can regularly require 1 to 3 banking days.

9.3 If the Customer or we incur taxes or fees for the delivery / service provided by us (withholding tax), the Customer exempts us from these taxes and levies.

9.4 We are entitled to establish partial invoices according to the progress of the order process and/or demand partial payments according to the progress of the processing.

9.5 Unless otherwise agreed, the purchase price is due and payable within 10 calendar days from the date of invoice less 2% discount or within 30 days from the date of invoice. The granting of a discount is subject to the payment of all previously due invoices. A discount is not granted for orders via our online shop under www.shop.imat-uve.de

In case of orders by Customers residing outside of the Federal Republic of Germany or in case of indications of a payment default risk (e.g. negative credit rating of Creditreform), we are entitled to demand advance payment by way of pre-payment and deliver our products or provide a service only once the amount is received.

9.6 If the Customer pays in a currency other than EURO, fulfilment only occurs if the currency payment equates to the agreed EURO amount on the date the payment is received.

9.7 In the absence of deviating agreement, services, which are not a component of the agreed scope of delivery, shall be executed based on our respectively valid general price lists.

9.8 We are entitled to increase the price unilaterally according to the increase of material production and/or material and/or product procurement costs, salaries and ancillary wage and salary costs, social contributions as well as energy costs and costs due to environmental stipulations and/or currency regulations and/or customs changes, and/or changes to freight fees and/or public levies, if these directly or indirectly influence our contractually agreed product manufacturing or procurement costs or the costs of our contractually services and if a period of more than 4 months has expired between conclusion of the agreement and delivery. An increase under the above-mentioned circumstances is excluded if the cost increase based on the individual factors or all factors mentioned above is cancelled out by a cost reduction due to other specified factors pertaining to the total cost burden for the delivery (cost balancing). If the above-mentioned cost factors are reduced and the cost reduction is not cancelled out by the increase of other cost factors, the cost reduction in the context of a price reduction has to be transferred to the Customer.

If the new price based in the above-mentioned price adaptation act exceeds the original price by 20% or more, the Customer is entitled to withdraw from the unfulfilled part of the not yet completely fulfilled agreements. However, he can only assert this right immediately upon receipt of the information of the increased price.

9.9 If we agree to bear the freight costs as an exception, the Customer is responsible for additional costs resulting from tariff increases of the freight rates after the conclusion of the agreement.

9.10 Upon commencement of the default, default interest in the amount of 9% above the respective base interest rate according to § 247 BGB applicable at the due date of the invoice shall be charged. The right to assert further damage is reserved.

9.11 If transfer is agreed, the date of the receipt of the payment by us or the credit in our account and/or the account of the paying agent specified by us is deemed the date of payment.

9.12 The default of payment by the Customer causes the immediate maturity of all payment claims from the business relationship with the Customer. Without consideration for deferment agreements, bill of exchange term and instalment agreements, all obligations of the Customer toward us are immediately due and payable in this case.

9.13 If payment conditions are not met or if circumstances become known or evident, which raise justified doubts with respect to the Customer's creditworthiness according to our commercial estimation, *namely also such facts which already existed at the conclusion of the agreement, but which were not known or did not have to be known to us*, we are in this case entitled, regardless of further statutory rights, to cease work on ongoing orders or cease delivery and demand prepayment for pending or appropriate, customary sureties, e.g. in form of a bank guaranty of a German credit institute associated with deposit protection funds for pending deliveries, following the unsuccessful expiration of an appropriate period of grace for the performance of such sureties - regardless of further statutory rights - to withdraw from the agreement with respect to the still unfulfilled part. The Customer is obligated to reimburse us for all damages incurred due to the non-execution of the agreement.

9.14 The Customer is only entitled to a right of retention or offsetting with respect to such counter claims, which are unconditioned or legally determined.

9.15 The Customer is only entitled to exert a right of retention if his counterclaim is based on the same contractual relationship.

9.16 Incoming payments are initially used for the amortisation of costs, subsequently interest and ultimately the main claim according to their age.

Any opposing specification by the Customer at payment is not considered.

9.17 The date of the credit in our account is exclusively decisive for the timeliness of the payment, regardless of the payment method. In case of payment by cheque, the date of validation is decisive. Payments by the Customer have to be made free from postage and fees in our favour.

10. Reservation of title, levies of execution

10.1 We reserve the right of ownership for all products delivered by us (hereinafter jointly referred to as "**Reserved Goods**") until all claims based on the business relationship with the customer, including claims arising in future from agreements concluded subsequently, are fulfilled. This also applies for a balance in our favour if individual or all claims by us are incorporated into one outstanding invoice (current account) and if the balance has been drawn.

10.2 The Customer has to insure the reserved goods at replacement value, particularly against fire and theft. Claims against the insurance from a loss event concerning the reserved goods are hereby assigned to us in the amount of the value of the reserved goods.

10.3 The Customer is entitled to on-sell the supplied products in the course of normal commercial transactions. The Principal is not entitled to other directives, particularly pledging or granting of collateral. If the on-sold reserved goods are not paid immediately by the third-party-purchaser, the Customer is obligated to only sell the reserved goods to third parties subject to an exclusively agreed reservation of title and to point out to them his non-existing ownership. The entitlement to on-sell the reserved goods is unreservedly excluded if the Customer ceases payment or is in default of payment to us.

10.4 The Customer hereby assigns to us all claims, including securities and secondary rights arising to him from or in connection with the on-selling of reserved goods against the end user or third parties. He may not conclude agreements with his Customer which exclude or affect our rights in any way or which nullifies the advance assignment of the claim. In the event of the sale of reserved goods together with other objects, the claim against the third-party-purchaser is deemed assigned to us in the amount of the price agreed between us and the Customer, unless the

amounts applicable to the individual goods can be determined based on the invoice.

10.5 The Customer remains entitled to collect the claim assigned to us up to the admissible revocation. However, we are obligated to revoke the direct debit mandate only in case of legitimate interest. For example, such legitimate interest exists if the Customer fails to properly comply with his payment obligations or is in default of payment. Upon our request, the Customer is obligated to submit to us the necessary information and documents in full for the collection of the assigned claim and inform his customers immediately, unless we inform the customer ourselves.

10.6 If the Customer incorporates claims from the on-sale of reserved goods into a current account relationship existing with one of his customers, he hereby assigns to us the resulting approved final balance in his favour in the amount, which equates to the total sum of claims posted in the current account relationship from the on-selling of our reserved goods.

10.7 If the Customer has already assigned claims from the on-selling of goods delivered or yet to be delivered by us to a third party, particularly due to non-recourse or recourse factoring, or if he has concluded other agreements which may impair our current or future third party security interest according to no. 10, he is obligated to notify us immediately. In the event of recourse factoring, we are entitled to withdraw from the agreement and demand the surrender of already delivered goods. This also applies in case of non-recourse factoring, if the Customer cannot dispose freely over the purchase price of the claim according to the agreement with the factor.

10.8 In case of actions contrary to the agreement by the Customer, particularly default of payment, we are entitled to retrieve all reserved goods following the withdrawal from the agreement. In this case, the Customer is obligated to surrender the goods unreservedly and is responsible for the transport costs required for the return. The retrieval of the reserved goods by us constitutes a withdrawal from the agreement. In case of withdrawal, we are entitled to utilise the reserved goods following the withdrawal. The realisation proceeds are offset against those claims owed to us by the Customer from the business relationship less appropriate utilisation costs. To determine the inventory of the goods delivered by us, we are entitled to enter the Customer's business premises at any time during normal business hours. The Customer is obligated to inform us immediately of any access by third parties to reserved goods or claims assigned to us.

10.9 If the value of the sureties pertinent to us according to the previous conditions exceeds the secured claims by a total of more than 10 %, we are obligated to release the sureties to this extent at our discretion upon the request of the Customer.

10.10 Treatment and processing of the reserved goods occurs on our behalf as manufacturer, however without obligations for us. If the reserved goods are processed or inseparably combined with objects not belonging to us, we procure co-ownership to the new item at the ratio of the net invoice value of our goods to the net invoice value of the other processed or combined objects. If our goods are combined with other movable objects to one uniform object and if the other object is to be considered the main object, it is deemed agreed upon that the Customer hereby assigns to us the proportionate co-ownership to the item. The Customer preserves the thus created ownership or co-ownership for us free of charge. The thus created co-ownership rights apply as reserved goods. At our request, the Customer is obligated to provide us with the necessary information required to pursue our ownership or co-ownership at any time.

10.11 If certain additional measures and /or declarations are required by the Customer in the country of destination in terms of the agreement of the reservation of title for deliveries abroad in order for the above-mentioned reservation of title or the other specified rights to become effective, the Customer has to take such measures and/or make such declarations and/or supply this declaration in the due form at his expense and without undue delay. We shall participate to these measures at the necessary extent. If the law of the import state does not permit the reservation of title, but permits the reservation of other rights to the delivery item, we are able to exert all rights of this type if they are economically equal to a reservation of title at our discretion (§ 315 BGB). If such equal security of our claims against the Customer cannot be achieved in this manner, the Customer is obligated to procure immediately other suitable securities for the delivered goods or other securities at our discretion (§ 315 BGB) at his expense. The Customer's respective right to a judicial review and correction (§ 315 (3) BGB) remains unaffected.

10.12 The Customer is obligated to immediately inform us in writing in the event of levies of execution or other interventions by third parties to enable us to file a petition according to § 771 ZPO (Code of Civil Procedure). If the third party is not able to reimburse us for the judicial and extra-judicial costs of a successful petition according to § 771 ZPO (Code of Civil Procedure), the Customer is liable for the damage we incur.

11. Exclusion / limitation of liability

11.1 Subject to the exceptions listed below, we are *not* liable, particularly not for claims by the Customer for compensation or reimbursement for expenses - regardless of the legal reason - neither in case of the violation of duties from the contractual obligations.

11.2 The exclusion of liability according to no. 11.1 does not apply

- own intentional or gross negligent breach of duty and intentional or gross negligent breach of duty of legal representatives or vicarious agents;
- for the violation of "*Essential contractual obligations are those which would generally characterise the agreement and in which the user may regularly trust*";
- in the event of the violation of life, limb and health also by legal representatives or vicarious agents;
- in the event of default, if a fixed time of delivery and/or performance was agreed;
- if we have assumed warranty for the characteristics of our goods or the existence of contractual performance, or a procurement risk in terms of § 276 BGB (German Civil Code);
- in case of liability according to the ProdhaftG (Product Liability Act) or other mandatory statutory liabilities

11.3 In the event that we or our vicarious agents are accused of only slight negligence instead of the above-mentioned no. 11.2, there 3, 4, 5 and 6 indent, we are only liable for damages foreseeable and typical to the agreement also in case of the violation of essential contractual obligations.

11.4 Our liability is limited in the amount to a maximum liability amount of EUR 500,000.00 for each individual liability case. This does not apply if we are culpable of malice, intent or gross negligence, for claims based on the violation of life, limb or health, as well as in case of a claim based on tortuous act or explicitly assumed warranties or the assumption of a procurement risk according to § 276 BGB (German Civil Code) or in cases of mandatory statutorily deviating greater liability sums. Any further liability is excluded.

11.5 The exclusions and/or limitations of liability according to no.11.1 to 11.4 above and no. 11.6 apply to the same extent in favour of our organs, our executive and non-executive employees and other vicarious agents as well as subcontractors.

11.6 A reversal of the onus of proof is not associated with the above regulations.

12. Proprietary rights / licenses

12.1 Unless otherwise agreed, we are merely obligated to deliver free from industrial property rights and third party copyrights in the contractually agreed first country of delivery.

12.2 If a third party raises claims due to the violation of proprietary rights by products delivered by us to the Customer, we are liable to the Customer within the period specified in no. 8.6 as follows:

- At our discretion, we shall initially attempt to obtain either a usage right for the respective products at our expense or alter the product subject to compliance with the contractually agreed characteristics in such a manner that the proprietary rights are no longer violated, or exchange the item. If this is not possible for us at reasonable conditions, the Customer is entitled to his legal rights which, however, are based on these general sales and delivery conditions.
- The Customer is only entitled to rights in the event of an infringement of a patent by our delivered products if he has informed us immediately and in writing or text form of the claims asserted by the third party, does not acknowledge any violation and if we retain all defence measures and settlement negotiations.

- If the Customer suspends the use of the products due to damage control or other important reasons, he is obligated to inform the third party that the suspension is not associated with any acknowledgement of an infringement of a proprietary right.

- If the Customer is challenged by a third party as a consequence of the usage of the products delivered by us, the Customer is obligated to inform us of this fact immediately and provide us with the opportunity to participate in any possible legal dispute. The Customer has to support us in such a legal dispute in every respect. The Customer has to omit actions which could impair our legal position.

12.3 Claims of the Customer against us are excluded if he is culpable of the patent infringement. Claims of the customer against us are furthermore excluded in as far as the patent infringement is caused by special stipulations of the Customer, an application not foreseeable by us or because the Customer has altered the products or applied them in connection with other products not supplied by us, if the patent infringement is based thereon.

12.4 In the event of proper fulfilment of his contractual obligations, the Customer is entitled to the contractual usage of the services.

All copyrights, patents and other industrial property rights remain with us, unless explicitly determined otherwise in writing. § 305b BGB (priority of the individual understanding) remains unaffected for individual understandings in verbal, written or text form.

If we incur patentable inventions in the context of the execution of the agreement, we shall grant the Customer non-exclusive and non-transferrable usage rights at commercially preferred conditions. The Customer's right to obtain all rights pertaining to the Invention in the event that the instigation of the invention is a main contractual obligation on our part remains unaffected.

13. Export control / product registration / import specifications

13.1 In the absence of deviating contractual agreements with the Customer, the delivered products are intended for the initial marketing within the Federal Republic of Germany or, in case of deliveries outside of the Federal Republic of Germany, in the agreed country of initial delivery (*first country of delivery*).

13.2 The export of certain goods by the Customer from there can - e.g. based on their type or purpose or final destination - be subject to the procurement of permits. The Customer is obligated to strictly observe the relevant export regulations and embargos for these goods, particularly the European Union (EU), Germany and/or other EU member states as well as, if applicable, the USA or Asian or Arabian countries and all affected third countries, if he exports the products supplied by us or has them exported.

In addition, the Customer is obligated to ensure that he procures the national product permits or product registrations required for import, usage and trade prior to the export in a country other than the agreed first country of delivery and that the specifications incorporated in the national laws of the respective country for the provision of user information in the national language as well as all import regulations have been fulfilled.

13.3 The Customer shall particularly verify and ensure that

- the provided products are not destined for an armament-relevant, nuclear-technical or weapon-technical purpose;
- no companies and persons listed in the US-Denied Persons List (DPL) are supplied with US-origin goods, US software and US technology;
- no companies and persons listed in the US-Warning List, US-Entity List or US-Specially Designated Nationals List are supplied with US-origin products without relevant permit;
- no companies and persons are supplied who are specified in the list of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists or the EU Terrorist List or other relevant negative lists for export control;
- no military recipients are supplied with the products delivered by us;
- no recipients are supplied who have violated other export control regulations, particularly the EU or ASEAN states;

- all early warning notifications of the relevant German or national authorities of the respective country of origin of the delivery are observed.

13.4 The access to and usage of goods delivered by us may only occur if the above-mentioned checks and safeguarding has occurred through the Customer; otherwise, the Customer has to refrain from the intended export and we are not obligated to perform.

13.5 The Customer is obligated to commit these third parties upon the transfer of the products supplied by us in the same manner as specified in no.13.1-13.4 and to inform them of the necessity to comply with such statutory provision.

13.6 In the event of agreed delivery outside of the Federal Republic of Germany, the Customer ensures at his expense that the goods to be delivered by us fulfil all national import conditions of the first country of delivery and the country to which the delivery item is to be transferred by the Customer.

13.7 The Customer exempts us from all damages and expenditures resulting from the culpable violation of the obligations according to no.13.1-13.6.

14 Place of fulfilment / place of jurisdiction / applicable law

14.1 Place of fulfilment for all contractual obligations, with the exception of the case of assumption of a duty to deliver or agreement to the contrary, is the registered office of our company at Mönchengladbach / Germany.

14.2 Exclusive place of jurisdiction for all disputes - if the Customer is a merchant in terms of the Commercial Code - is the registered office of our company in Mönchengladbach / Germany. For the sake of clarification, this responsibility regulation of sentences 1 and 2 also applies for such matters between us and the Customer, which could lead to extra-contractual claims in terms of EC VO no. 864 / 2007. However, we are also entitled to sue the Customer at his general place of jurisdiction.

14.3 The laws of the Federal Republic of Germany, particularly under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG), apply exclusively for all legal relationships between the Customer and us. It is explicitly pointed out that this choice of law is to be also considered as such in terms of Article 14 (1) b) EC VO no. 864 / 2007 and should thus also apply for extra-contractual claims in terms of this ordinance. If foreign law is mandatory in exceptional cases, our General Terms and Conditions have to be designed in such a manner that the pursued commercial purpose is maintained in the best possible manner.

15. Pallet exchange

Exchange pallets are exchanged reciprocally and simultaneously according to the respectively applicable UIC standard. Additional costs incurred by us due to the fact that a reciprocal and simultaneous pallet exchange is not possible (e.g. due to engaging pallet service providers) are on-charged to the Customer.

16. Incoterms / written form / severability clause

16.1 If commercial clauses according to the International Commercial Terms (INCOTERMS) have been agreed, the INCOTERMS 2010 apply.

16.2 All agreements, subsidiary agreements, assurances and contractual alterations require the written form. This also applies for the waiver of the written form agreement. The priority of the individual written, textual, verbal or implied understanding (§ 305 b BGB (German Civil Code)) remains unaffected.

16.3 If a condition of this Contract is or becomes entirely or partially ineffective/null and void or unfeasible for reasons of the right of General Terms and Conditions according to §§ 305 to 310 BGB, the statutory regulations apply.

If a current or future regulation of the Agreement is or becomes entirely or partially ineffective/null and void or unfeasible due to reasons other than the regulations concerning the right to General Terms and Conditions according to §§ 305 to 310 BGB, the validity of the remaining conditions of this agreement is not affected in as far as the execution of the agreement - also under consideration of the subsequent regulations - would constitute an unreasonable hardship for one party. This also applies in the event of a gap after the conclusion of the agreement, which requires completion.

Contrary to any principle according to which a severability abstinence clause is designed to merely reverse the burden of proof,

the effectiveness of the remaining contractual regulations is to remain intact under any circumstances, thus excluding § 139 BGB (German Civil Code) entirely.

The parties shall replace a condition, which is ineffective / null and void / unfeasible or a gap which requires filling, which is ineffective / null and void / unfeasible for reasons other than the regulations in terms of the right of general business conditions according to §§ 305 to 310 BGB, with an effective condition, the legal and commercial context of which complies with the ineffective / null and void / unfeasible condition and the total purpose of this Agreement. § 139 BGB (partial invalidity) is explicitly excluded. If the invalidity of a condition is based on a measure of performance or time (period of notice or deadline) specified therein, the condition is deemed agreed upon with a legally admissible measure closest to the original specification.

Note:

According to the regulations of the Data Protection Act and the EU Principle Data Protection Ordinance, we point out that the contractual transactions in our company are conducted via an EDP system and that we also store the data received based on the business relationship with the Customer.

Mönchengladbach, April 2018