

General Terms & Conditions of Sale

Section 1: Scope of Application; Contract Object

- (1) Our General Terms & Conditions of Sale shall apply to the delivery of movables. They shall only apply towards entrepreneurs, legal entities under public law and special funds under public law in the sense of section 310 (1) BGB (German Civil Code) ("B2B Area"); we shall not render services to consumers.
- (2) Our General Terms & Conditions of Sale shall apply exclusively; any terms of our contracting partner (hereinafter: Customers) that are contrary to or deviate from them shall not be acknowledged, unless we expressly consented in writing to their application. These General Terms & Conditions of Sale shall also apply if we execute the delivery to the Customer without reservation despite being aware of any terms of the Customer that are contrary to or deviate from our General Terms & Conditions of Sale.
- (3) All agreements made between us and the Customer to execute this contract have been laid down in writing in this contract.
- (4) Our General Terms & Conditions of Sale shall also apply to all future transactions with the Customer.

Section 2: Contract Conclusion

- (1) Our offers shall be subject to change and non-binding, unless we expressly designated these as binding.
- (2) The Customer's order shall be a binding offer. We shall be entitled to accept such offer within two weeks by sending an order confirmation or delivering the ordered goods to the Customer within said deadline. We reserve the right to notify the Customer within said period that the Customer's order is rejected.
- (3) We reserve any and all titles and copyrights due to us to drawings, illustrations, calculations and other documents. This shall also apply to documents marked by us as confidential. The Customer must obtain express written consent before any forwarding to third parties.

Section 3: Prices and Payment Terms

- (1) Unless stipulated otherwise in the order confirmation, our prices shall be "ex works", excluding the costs for packaging, customs, unloading, installation, etc. which shall be invoiced separately.
- (2) The statutory sales tax shall not be included in our prices. It shall be itemised separately in the invoice at the statutory amount applicable on the day of invoicing.
- (3) The agreed price shall apply. We reserve the right to change our prices accordingly if cost increases occur after conclusion of the contract, in particular due to collective agreements or increases in material prices. We shall be obliged to equally proceed for cost decreases. We shall prove both cost decreases and cost increases to our Customers upon request once and to the extent that these have occurred and shall take account of these in both cost increases and cost decreases. If the higher price exceeds the agreed price by 20% or more, the Customer shall have the right to withdraw from the contract. Such right must be asserted immediately after communication of the increased price.
- (4) Invoices shall be due for payment within 14 days from the invoice date. The consequences of default in payment shall be governed by the legal regulations.
- (5) Instalment payments shall be accepted only based on a special written agreement. The deduction of cash discount shall likewise require a special written agreement.

Section 4: Set-Off and Retention

- (1) Set-off rights shall be due to the Customer only if the Customer's counter-claims have been finally and non-appealably established, acknowledged by us or are synallagmatically linked to our principal claim.
- (2) The Customer shall be authorised to exercise a right of retention only to the extent that the Customer's counterclaim is based on the same contractual relationship.

Section 5: Delivery Times and Passing of Risk

- (1) The beginning of the delivery time indicated by us shall be subject to the clarification of all technical questions. Furthermore, compliance with our delivery obligations shall be subject to the timely and proper fulfilment of the Customer's obligations. The defence of unperformed contract shall remain reserved.
- (2) If we have stated delivery periods and they have been made the basis for the placing of the order, such periods shall be extended for the duration of the delay in case the client does not fulfil its cooperation obligations. – For cases of "force majeure", the provisions in Section 6 shall apply.
- (3) The Customer's timely supply shall be subject to the proviso of self-supply.
- (4) Where this can be reasonably expected from the Customer, we shall be entitled to perform premature deliveries, but only where the delivery date had been marked as non-binding.
- (5) Unless stipulated otherwise in the order confirmation, delivery "ex works" shall be agreed. The risk shall pass to the Customer upon handing over of the goods to the transport person. Where desired by the Customer, we shall cover the delivery of the goods by transport insurance; the costs incurred in this respect shall be borne by the Customer.
- (6) If the Customer comes into default of acceptance or culpably violates other cooperation duties, we shall be entitled to claim reimbursement for the damage suffered by us in this respect, including any extra expenses. Farther-reaching claims or rights shall remain reserved.
- (7) Where the conditions of para. 5 are satisfied, the risk of accidental destruction or accidental deterioration of the goods shall pass to the Customer at the time when the Customer came into default of acceptance or debtor's delay.

Section 6: Force Majeure

- (1) "Force majeure" in the sense of this section means the occurrence of an event or circumstance that prevents or impedes a contracting party from performing one or more of its contractual obligations, if and to the extent such party proves
 - a) that such impediment is beyond its reasonable control, i.e. that it is not caused by operational reasons; and
 - b) that the impediment could not reasonably have been foreseen at the time of the conclusion of the contract, and
 - c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party despite the application of due care and diligence.
- (2) Where a contracting party fails to perform one or more of its contractual obligations because of default by a third party whom it has engaged to perform the whole or part of the contract, such contracting party may only invoke force majeure in the sense of this section if the conditions under paragraph 1 are fulfilled both for the contracting party and for such third party.
- (3) In case of the following events, the conditions pursuant to the paragraphs 1a) and 1b) shall be deemed fulfilled:
 - a) Natural disasters, such as earthquakes, major floods, storms and volcanic eruptions;

- b) Plagues, including epidemics and pandemics, provided that a risk level of at least “moderate” has been determined by the Robert Koch Institute;
 - c) War, civil war, riots or terrorist attacks;
 - d) Explosion, fire, sudden breakdown of infrastructure or transport;
 - e) Act of authority, such as amendments of the law or official orders, the compliance with which makes it impossible to fulfil the contractual obligations;
 - f) Currency and trade restrictions, embargoes and sanctions;
 - g) Strike and lockouts at third parties.
- (4) The party affected by the force majeure shall promptly notify the other party of the reasons that prevent the affected party from performing its contractual obligations. The obligation to notify the other party shall also include information on the anticipated future extent of the effect of the impediment and on a possible elimination of the impediments.
- (5) If a case of force majeure has occurred in accordance with paragraph 1 of this section, the contracting parties shall be relieved from their duty to perform their contractual obligations for the duration of the disturbance and for the extent of its effect. If notice thereof is not given without delay in accordance with paragraph 4, the relief shall only become effective at the time at which such notice reaches the other contracting party. The party that has been released from its contractual obligations shall not be liable for any loss or damage resulting from the non-performance or delay of the suspended contractual obligations. However, the parties shall be obligated to take all reasonable measures to limit any loss or damage caused by the event invoked. Where the effect of the impediment or event invoked is only temporary, the legal consequences set out herein shall only apply as long as the impediment invoked prevents performance by the affected party of its contractual obligations.

Section 7: Warranty; Liability for Defects

- (6) Unless any restrictions/deviations follow hereinafter, any existing defect shall be governed by the legal regulations.
- (7) The assertion of defect rights shall first be subject to the Customer having properly and timely (immediately) met the obligations of inspection and notification of defects owed by the Customer under section 377 HGB (German Commercial Code). The notice of defects shall require written form.
- (8) We shall not warrant used goods, unless we maliciously concealed the defect.
- (9) Claims for defects shall become statute-barred after 12 months from passing of risk. This shall not apply to the extent that this relates to buildings or the sale of a thing that is commonly used for a building and caused the defect. The limitation periods in case of a delivery recourse under sections 478, 445a, 445b BGB shall remain unaffected. - This shall not apply to the extent that this relates to damages claims due to defects; these shall be governed by section 6.
- (10) We shall not grant the Customer any guarantees in the legal sense.

Section 8: Liability for Damage

- (1) Unless stipulated otherwise in the provisions below, liability for damages shall be excluded.
- (2) We shall be liable under the legal provisions for damage from injury to life, body or health, for damage from the violation of obligations, whose fulfilment is essential for ensuring due and proper implementation of the contract in the first place and on compliance with which the Customer may regularly rely (essential contractual obligations) as well as for other damage based on a breach of duty committed by us by wilful intent or gross negligence or on a breach of duty committed by a legal representative or vicarious agent by wilful intent or gross negligence. In case of any culpable violation of essential contractual obligations, however, our liability shall be limited to the damage typically foreseeable upon conclusion of the contract.

- (3) Claims of the Customer shall become statute-barred in two years. The limitation period shall commence with the end of the year in which the claim arose and the Customer obtains or, without gross negligence, should obtain knowledge of both the facts substantiating the claim and our capacity as debtors or, for damages claims due to defects, from handover of the goods. Claims of the Customer towards us shall become statute-barred, however, regardless of the Customer's knowledge / grossly negligent ignorance, in five years from their emergence at the latest. The statute of limitation reductions above shall not be applicable to claims of the Customer either due to damage from injury to life, body or health or due to other damage based on a breach of duty committed by us by wilful intent or gross negligence or on a breach of duty committed by a legal representative or vicarious agent by wilful intent or gross negligence. These claims shall remain subject to the by the legal statute of limitation regulations.
- (4) To the extent that our liability is excluded or limited under the provisions above, this shall also apply to the personal liability for damages of our staff members, employees, co-workers, representatives and/or vicarious agents.
- (5) The liability in accordance with the German Liability Act (ProdHaftG) shall remain unaffected.

Section 9: Retention of Title

- (1) We shall retain title to the delivered goods until any and all of our receivables from the Customer from the business relationship have been satisfied.
- (2) The Customer must notify us in writing without delay of compulsory enforcement measures of third parties against the goods subject to retention of title while handing over the documents required for an intervention (third-party proceedings instituted to prevent the execution of a judgement under section 771 ZPO (German Code of Civil Proceedings)); this shall also apply to other types of impairments. Notwithstanding the above, the Customer must point the third parties to the rights existing in the goods already in advance. The Customer must bear the intervention costs of incurred by us to the extent that the third party is unable to reimburse them.
- (3) The Customer shall be entitled to resell the goods in the ordinary course of business. Nonetheless, the Customer shall already now assign to us all receivables in the amount of the final invoice amount (including sales tax) of our receivable that arise to the Customer from the realienation against the Customer's buyers or third parties, irrespective of whether the goods had been resold without or after processing. The Customer shall remain authorised to collect the receivable even after the assignment. This shall not affect our authority to collect the receivables ourselves. We shall undertake, however, to not collect the receivables as long as the Customer fulfils own payment obligations from the collected proceeds, comes not in default of payment towards us and, in particular, no application for initiation of insolvency proceedings has been filed or cessation of payment exists. If this is the case, however, we may require the Customer to notify us of the assigned receivables and of their debtors, to furnish all particulars required for the collection, to hand out the associated documents and to notify the debtors (third parties) of the assignment.
- (4) The processing or transformation of the goods by the Customer shall always be undertaken for us. If the goods are processed with other objects not belonging to us, we shall acquire co-title to the new thing at the ratio of the value of the goods (final invoice amount including sales tax) to the other processed objects at the time of processing. The thing created by such processing shall be governed by the same regulations as the goods delivered under reservation.
- (5) If the goods are inseparably intermixed with objects not belonging to us, we shall acquire co-title to the new thing at the ratio of the value of the goods (final invoice amount including sales tax) to the other intermixed objects at the time intermixture. If the intermixture is such that the Customer's thing is to be considered the main thing, it shall be deemed agreed that the Customer shall proportionately transfer co-title to us. The Customer shall keep the thus created sole title or co-title for us.

- (6) The Customer shall also assign to us those receivables to secure our receivables from the Customer that accrue from a third party by the combination of the goods with a land plot.
- (7) We undertake to release the securities due to us at the Customer's request to the extent that the realisable value of our securities exceeds by more than 10% the receivables to be secured. The selection of the securities to be released shall be incumbent upon us.

Section 10: Limitation of Own Claims

By way of derogation from section 195 BGB, our own claims for payment shall come under the statute of limitations in five years. The commencement of the limitation period shall be governed by section 199 BGB.

Section 11: Subcontracting

We shall be entitled to subcontract the order to third parties in whole or in part even without the Customer's prior consent. In this case, we shall be liable for the third party as for an own vicarious agent.

Section 12: Form of Declarations

Unless stipulated otherwise in our General Terms & Conditions of Sale (see, in particular, section 6 (2) on the written form for the notice of defects), legally relevant declarations and notifications to be made by the Customer towards us or a third party shall require text form (section 126b BGB).

Section 13: Final Provisions

- (1) German law shall apply to the exclusion of both the UN Sales Law (CISG) and the German private international law.
- (2) Unless stipulated otherwise in the order confirmation, our registered office shall be place of payment and performance. Unless stipulated otherwise in the special regulation in para. 3, the legal regulations on places of jurisdiction shall remain unaffected.
- (3) Place of exclusive jurisdiction for contracts with merchants, all entities under public law and special funds under public law shall be the court having jurisdiction for our registered office. We shall be entitled, however, to also sue the Customer at the court of the Customer's domicile.
- (4) If any of the above provisions is or becomes ineffective, this shall not affect the effectiveness of the remaining provisions. If individual provisions are ineffective, the legal provisions shall apply complementarily.

Dornstadt, in October 2020