

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT

1. SCOPE

These General Terms and Conditions shall exclusively apply to all our offers, contracts, deliveries and other services (hereinafter "delivery") provided to you, both now and in the future, in all future business relations, even if they are not explicitly agreed upon again. These Terms and Conditions shall be deemed accepted upon order placement or receipt of the products at the latest. We hereby explicitly object to any deviating or supplementary conditions set by you, they shall not be binding for us; such conditions shall only apply if we have expressly agreed to them in writing. Also, in case we participate in your electronic platform and activate any dialogue boxes requested by the system, such activation does not constitute an acceptance of the terms of use or any other general terms and conditions of you.

Should any provision of the present General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions thereof.

2. FORMATION OF CONTRACTS, DOCUMENTS, INDUSTRIAL PROPERTY RIGHTS

2.1 Our offers are not binding. A contract shall only come into force upon our order confirmation in writing or text form. Solely our order confirmation in writing or text form is relevant for the date, kind and quantity of the delivery. If the order is not confirmed by us in writing or in text form the contract shall come into force upon performance of the order at the latest. Statements made orally or by phone by our representatives shall be legally binding only if confirmed in writing or in text form.

2.2 We reserve all proprietary rights and copyrights to cost estimates, concepts, designs, drafts, drawings and other documents; these may be modified or made available to third parties only with our explicit approval. Drawings and other documents provided as part of an offer must be returned to us upon request at any time and in any event if the order is not placed with us. In case we deliver items according to drawings, models, samples or other documents provided by you, you shall ensure that industrial property rights of third parties are not infringed. If a third party, by invoking proprietary rights, prohibits in particular the manufacturing and delivery of such items, we shall be entitled to suspend all relevant activities and to claim damages without being obliged to analyse the legal situation (see also clause 8.3). In addition, you shall immediately indemnify us from any third-party claims related to documents provided to us by you.

2.3 We reserve the right to charge the costs for samples and testing parts as well as for tools required for their manufacturing. In case of doubt, payment shall be due and payable after acceptance of the first sample, test component or tool. Costs will be charged for procuring and manufacturing the tools required for serial production, unless agreed otherwise. In any case we maintain title to all tools made or procured by us even if the procurement or manufacturing costs are wholly or partially covered by you.

2.4 We shall be entitled to procure the materials for the entire order and to manufacture the total order quantity immediately. Any of your requests for changes after order placement can, therefore, not be taken into consideration, unless explicitly agreed otherwise.

2.5 To the extent necessary for manufacturing or planning related reasons, our deliveries may exceed or fall short of the agreed quantity by up to 10%.

3. PERFORMANCE DESCRIPTION

3.1 The quality of the delivered goods or services is finally described by the explicitly agreed features (e.g. specifications, labels, approvals, and other information). Any other qualities of goods and services are subject to a further explicit agreement. Therefore, any warranty for a special application purpose or particular suitability,

life period or durability after passing of risk requires an explicit written agreement; otherwise the risk of suitability and use shall be borne by you. We reserve any customary or technically unavoidable deviations from physical and chemical quantities, including colours, recipes, chemical contamination, processes and the use of raw materials as well as order sizes and reasonable quantity variances, as far as this is not unreasonable towards you.

3.2 Details of the delivery item (e.g. as provided in catalogues, product information, electronic media or on labels, such as "best before" information) are based on our general experience and knowledge and are for purposes of reference value or labelling only. These product details as well as expressly agreed features or application purposes shall not relieve you from the obligation to test the product for the intended purpose and to take the respective measures for careful storage.

3.3 Details of quality, durability and possible uses of our products do not include any guarantees, unless such details are explicitly specified as guarantee in writing.

4. DELIVERY AND DELIVERY TIME

4.1 Lead times are provided for information purposes only and shall be non-binding, unless it is explicitly agreed that the delivery date shall be fixed, i.e. it is put in writing that you have no further interest in the delivery after the agreed date. Confirmed delivery dates are subject to the correct, complete and timely receipt of supplies by us. Delivery deadlines shall be considered as met if prior to deadline expiry the delivery item has left our facility or if we have informed you that the order is ready for shipment. Delivery periods shall not start to run until you have properly fulfilled its respective obligations and contractual duties, such as furnishing technical data and documents, approvals, making a down payment or providing a payment guarantee.

4.2 We are entitled to make partial deliveries.

4.3 We shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of our obligations under this agreement if the delay or failure results from events, circumstances or causes beyond our reasonable control, which for the avoidance of doubt includes non or late delivery by our suppliers. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, or cancelled at our discretion. In the event of cancellation as a result of this clause all consideration received from you in respect of the cancelled consignment will be returned.

4.4 It is generally not possible to return any sold and non-defective products.

4.5 Without limiting our other rights or remedies, we may terminate this agreement with immediate effect by giving you written notice if:

- a) you fail to pay any amount due under this agreement or on the due date for payment;
- b) you suspend or threaten to suspend payment of your debts or are unable to pay your debts as they fall due or admit an inability to pay your debts or (being a company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) are deemed either unable to pay your debts or as having no reasonable prospect of doing so, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) have any partner to whom any of the foregoing apply;
- c) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors;
- d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with

your winding up (being a company) other than for the sole purpose of a scheme for a solvent amalgamation with another company or solvent restructuring;

e) you (being an individual) are the subject of a bankruptcy petition or order; a creditor or encumbrancer of you attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced or sued against, the whole or any part of your assets and such attachment is not discharged in 14 days;

f) an application is made to court or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over you (being a company);

g) the holder of a qualifying charge over the assets of you (being a company) has become entitled to appoint or has appointed an administrative receiver;

h) a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets;

i) any event occurs, or proceeding is taken, with respect to you, in any jurisdiction to which you are subject that an effect equivalent or similar to any of the events above;

j) you suspend, or threaten to suspend, cease or threaten to cease to carry on, all or substantially the whole of your business;

k) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil its obligations under this agreement have been placed in jeopardy;

l) or you (being an individual) die or, by reason of illness or incapacity (whether mental or physical) are incapable of managing your affairs or become a patient under any mental health legislation.

4.6 In case you are in default of acceptance or culpable breach of any accessory obligations, you shall indemnify us for any damages caused and any additional costs related thereto. Further claims and rights shall remain unaffected. In case of your default of acceptance or payment, the risk of accidental loss and damage of the products shall pass to you.

4.7 In case the products are sent to you or a third party at your request, the risk of accidental loss or accidental damage of the products shall pass to you once the products have left our facility/warehouse at the latest, irrespective of the agreed dispatch place and irrespective of which party bears the transport costs.

4.8 Unless explicitly stated otherwise, any use of Incoterms shall be deemed as a reference to the INCOTERMS 2010 as published by the International Chamber of Commerce (ICC).

4.9 The information we provide under export law is limited to the non-preferential origin under Art. 22 et seq. of the Community Customs Code, or, upon its applicability, Art. 59 et seq. of the European Union Customs Code Regulation (EU) 952/2013, respectively, and the CN subheading in our invoices. We do not issue declarations of preferential origin (supplier's declarations / movement certificates).

5. SECURITIES

5.1 The risk in the products shall pass to you on completion of delivery. Title of the products shall not pass to you until we receive payment in full in cleared funds for the products. Until title passes to you, you shall store the products separately from other goods held by you so that they remain identifiable as our property, not remove, deface or obscure any identifying mark or packaging, maintain the products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery, notify us immediately if you become subject to any event listed in clause 4.5 and give us such information relating to the products as

we may require from time to time.

5.2 You may resell or process the delivered products or mix or combine it with other items in the course of ordinary business only; however, you hereby assigns to us in advance all claims resulting from the resale, processing, mixing, combining or other legal grounds related to the delivered product (in particular from insurance contracts or unlawful acts) in the amount of the agreed final invoice total (incl. VAT). The same applies if a product is not resold but used by you for purposes of a contract for work and services or a contract for work and materials.

5.3 The reservation of title shall also apply to new products resulting from the processing of the initially delivered items, or their mixing or combining with other items, in each case at the full value of the respective new product. These processes shall be performed on our behalf so that we shall be deemed to be the manufacturer. If third-party ownership rights remain after processing of our products or their mixing or combining with third party products, we shall acquire joint ownership in the new product at the ratio of the objective value of the processed, mixed or combined products. If our ownership ceases as a result of the processing, combining or mixing, you hereby already transfers to us his title and any expectant rights in the new product in the amount of the invoice value of the products delivered by us, and shall store it on our behalf free of charge.

5.4 You shall be authorised to collect debt claims from the resale assigned to us under clause 5.2 as long as we have not revoked this authorisation. We will not collect such debt claims ourselves, as long as you properly fulfil your payment obligations towards us. Upon our first written demand you shall inform us about the debtors of the assigned claims and shall notify the debtors of the assignment.

5.5 If you become subject to any of the events in clause 4.5 before title in the products passes to you then, without limiting our other rights and remedies, your right to resell or use the products in the ordinary course of business ceases immediately and we may at any time require you to deliver up all products in your possession and, if you fail to do so, we may enter any of your premises or any third party where the products are stored to recover them.

5.6 You shall store our (jointly) owned materials on our behalf free of charge and with the due care and diligence of a prudent businessman and shall insure them against fire, burglary and other usual risks. Any required maintenance and inspection services have to be timely performed at your expense.

5.7 You must not pledge or assign as security any products delivered under reservation of title or any products processed or manufactured on our behalf. You shall notify us immediately of any pledge or any other interference with our ownership rights by third parties and shall confirm our title in the respective product in writing, both to us and the third party. Any costs arising from resulting legal action shall be borne by you.

5.8 In case the actual value of the securities exceeds the nominal amount of the secured claims by more than 10%, we will release selected securities upon your request.

5.9 In case the reservation of title under clause 5.1 needs to be publicly registered or requires any other kind of cooperation by you in order to be valid, you hereby irrevocably consents to such registration and agrees to take all necessary actions at its own cost.

6. PRICES AND PAYMENT

6.1 Our prices are in EUR and are valid for delivery FCA (agreed place of delivery); statutory VAT, transport and packing costs are not included.

6.2 Unforeseen changes in costs beyond our control, such as costs for raw materials, wages, energy and

other costs shall entitle us to adjust prices accordingly. For partial deliveries each delivery may be invoiced separately. If no specific prices have been agreed in the contract, our prices valid at the respective delivery date shall apply.

6.3 Our invoices are due immediately and payable without discount. Any discount has to be specifically agreed in writing.

6.4 We are not obliged to accept bills, cheques or other promises to pay, their acceptance shall not be considered a replacement of the underlying obligation but only as an additional possibility for us to receive payment.

6.5 The date of receipt of payment shall be the day on which the amount is in our possession or has been credited to our bank account. In case you are in default of payment we may charge interest at the rate of 9 percentage points above the London Inter-Bank Offer Rate (LIBOR) for the duration of the default. Compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 will apply. This shall not restrict our right to claim additional damages or costs.

6.6 In addition, in case you are in default of payment, we may choose to call due any outstanding purchase price instalments or other existing claims against you as well as to make future deliveries under this or other contracts subject to provision of a security in advance or simultaneous payment against delivery.

6.7 No interest will be paid on advance or partial payments.

6.8 Upon request, you shall provide us with any documentary evidence for tax purposes, which we consider necessary under the applicable statutory provisions to prove our exemption from VAT for cross-border deliveries. In case of non-compliance you shall, after receipt of a corrected invoice, cover any VAT claims and interest imposed on us by the tax authorities. You shall inform us about the invalidity or any changes in its VAT identification number without undue delay.

6.9 In case the purchase price is paid by way of the credit note procedure for VAT purposes, you shall be solely responsible for compliance with the VAT related provisions on invoices. We shall not be liable for damages resulting from the credit note procedure, e.g. any refunds of input tax and payment of interest by you to the competent tax authorities.

7. CLAIMS FOR DEFECTS

7.1 We shall be liable for defects of products delivered by us only according to the following provisions.

7.2 You shall inspect the products without undue delay and shall notify us of any defects without undue delay, and, if a defect is discovered later in the ordinary course of business, shall notify us of such defect without undue delay after discovery.

7.3 If defective products are delivered, we shall be given the opportunity, prior to the start of manufacturing (processing or installing), to repair or replace such products and to remedy the defect or to make a substitute delivery, unless this cannot reasonably be expected from you. In case we are unable to accomplish this or fail to comply in due course, you may withdraw from the contract to this extent and may return the products at our risk. In case of urgency, you may, following consultation with us, remedy the defects himself or instruct a third party to do so. Expenses incurred by such remedial activities shall be reimbursed by us according to clause 8.

7.4 If the defect is discovered only after the start of manufacturing or initial operation, despite the fulfilment of all duties according to clause 7.2, you may demand subsequent performance (rework or substitute delivery at our discretion). The delivery of defective products results in a right of retention only insofar as it is in due proportion to the respective defect and the expected costs of the subsequent performance, and provided that

your counterclaim is based on the same contractual relationship.

7.5 You shall allow us a minimum of two attempts to repair or replace defective products before the right for you to demand damages, or refuse to accept delivery, arises.

7.6 A withdrawal from the contract or a claim for reduction of purchase price shall be granted only if the defect cannot be remedied within an appropriate period, if subsequent performance will incur disproportionate costs, is unreasonable or must be considered as failed for other reasons. You shall, however, have no right to withdraw from the contract in case of minor defects.

7.7 You shall allow us to inspect any rejected products without undue delay; in particular these products shall be made available to us upon request and at our cost. If complaints are unfounded, we may charge the transport costs and inspection expenses to you.

7.8 No claims for defects may be raised in case of minor defects from the agreed quality, insubstantial impairment of serviceability, or if the defect can be put down to a violation of operating, maintenance or installation instructions, unsuitable or improper use or storage. This shall also apply in case of faulty or negligent handling or assembly, normal wear and tear or tampering with the delivery item by you or a third party.

7.9 No costs may be claimed regarding the subsequent performance, the withdrawal from the contract or damage-repair because of defective products, in particular costs for shipment, transportation, labour and material, insofar as these claims and costs result from the fact that the products have been transferred to a place different from the agreed place of performance after passing of risk. However, this does not apply in case such transfer corresponds with the normal use of the products known to us.

7.10 Damages and reimbursement of expenses may only be claimed according to clause 8.

7.11 The protection of this section 7 shall only apply in respect of new products. Any used products supplied by us to you shall not be afforded the rights of this section 7.

8. LIABILITY

8.1 We shall be liable for any damages, in particular resulting from a breach of duty of care when entering into a contract, from a breach of obligations or from unlawful acts, only to the extent that we, our employees or vicarious agents have acted intentionally or grossly negligent.

8.2 For damages resulting from death or bodily harm or a violation of material contractual obligations, we shall also be liable for ordinary negligence. Contractual obligations shall be deemed as "material" if their fulfilment is a prerequisite for proper performance of the contract and you regularly trust in their fulfilment and also may do so. In case of a violation of a material contractual obligation our liability shall be limited to the direct average damage, predictable and typical for the respective type of product. This shall also apply to a breach of obligations by our employees or vicarious agents.

8.3 We shall be liable for the infringement of third parties' industrial property rights in connection with the sale of our products under the foregoing provisions only if the infringement results from the proper use of the product, and only to the extent such third parties' industrial property rights are valid in the Federal Republic of Germany and have been published at the time of delivery. This shall not apply if we have manufactured the product according to drawings, models, or other descriptions or data provided by you and if we did not know or did not have to know of any infringement of industrial property rights in connection with the developed product. In this case you are liable for any current or future infringement of third parties' industrial

property rights. You undertake to inform us without undue delay of any potential and alleged cases of infringement of third parties' industrial property rights he may become aware of, and to indemnify us from any third parties' claims, costs and expenses incurred.

8.4 Claims for defects of delivered products, including any damages relating to such defects - irrespective of the legal grounds - shall become time-barred 1 year after delivery. This shall not apply to products that, consistent with their usual application, are used in buildings and have caused the building's defectiveness; in that case claims shall become time-barred 5 years after delivery. All other claims under clauses 8.1 to 8.3 shall become time-barred according to the statutory provisions.

8.5 Claims for price reduction and rights to withdraw from the contract shall be excluded insofar as the primary claim for performance or the secondary claim for subsequent performance has become time-barred.

8.6 We shall only be liable for claims of recourse by you if and to the extent you have not accepted obligations towards your own beyond the mandatory statutory provisions on remedies for defects and liability. Unless agreed otherwise in writing, clauses 7 and 8 shall apply accordingly to any claims of recourse raised by you.

8.7 We do not accept any further liability.

9. CONFIDENTIALITY

9.1 You shall keep any knowledge and information of a technical or economical nature it has received from us in connection with the business relationship ("Confidential Information") strictly confidential towards third parties at any time, even after the end of the business relationship, unless you prove that the Confidential Information is (i) already known to you or in the public domain at the time of disclosure or subsequently becomes public knowledge other than through a fault of you, (ii) subsequently developed by you completely independent from the Confidential Information, or (iii) received by you from a third party without breach of a confidentiality obligation.

9.2 We remain the sole owner of any documents, in particular drawings, containing Confidential Information, which are disclosed in the course of the business relationship. Any such documents must be returned to us upon our request but at the latest at the end of the business relationship. You have no right of retention regarding Confidential Information or documents or materials containing Confidential Information.

9.3 The disclosure of Confidential Information does not establish any industrial property rights, rights to knowhow or copyrights of you and does not constitute a prior publication or right of prior use according to the applicable patent, design and utility model laws. Any kind of license is subject to a written agreement.

10. COMPLIANCE

10.1 You undertake not to deal with or otherwise cooperate, neither directly nor indirectly, with any terrorist or terrorist organizations or any other criminal or anti-constitutional organizations. You will in particular establish reasonable organizational measures to implement applicable embargoes, the European regulations against terroristic and criminal acts and the respective requirements under US law or any other law applicable to the business relationship, in particular by implementing adequate software systems. Once a product has left our facilities, you shall be solely responsible for compliance with the abovementioned provisions and shall indemnify us from any and all claims or related costs resulting from the violation of the respective laws or regulations by you, its affiliates, employees, representatives or any of its vicarious agents, including reasonable attorney or consultant fees, administrative fees and penalties.

10.2 We will reasonably comply with the obligations

resulting from the European Chemicals Regulation No. 1907/2006 ("REACH") that are directly applicable to us and will be liable for breaches according to clause 8. You shall, however, be solely liable for any negative consequences resulting from the provision of insufficient information by you, including any incorrect or incomplete information relating to the use of products within the supply chain.

10.3 You shall comply with foreign trade law provisions, in particular with any applicable export control regulations under the laws of England and Wales.

11. PLACE OF PERFORMANCE AND JURISDICTION, MISCELLANEOUS

11.1 For all claims resulting from our business relationship with you, in particular regarding our deliveries, the site from which the delivery originates shall be deemed the place of performance.

11.2 You may assign its claims arising from the contractual relationship only with our prior written approval.

11.3 For all claims resulting from our business relationship with you, in particular regarding our deliveries, the exclusive place of jurisdiction shall be England and Wales. This shall also apply to disputes concerning the formation and validity of a contractual relationship. We shall, however, also have the option to sue you in the courts competent for your place of business.

11.4 If your place of business is located outside of England and Wales, all disputes arising out of or in connection with our business relationship with you, including disputes about the validity of contracts, shall be settled in England and Wales. Upon request, we shall exercise our right to choose arbitration before proceedings are initiated. The arbitration proceedings may be conducted in German, unless you request them to be held in English.