

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 each referred to as a "Delivery") provided to any legal person (including, but not limited to commercial companies/entrepreneurs and legal entities under public law within the meaning of the Romanian Civil Code, also in all future business relations, even if they are not explicitly agreed upon again. The customer understands and accepts that these General terms and Conditions shall apply to each and every future Delivery, without them being presented to the customer on each and every occasion. These Terms and Conditions shall be deemed accepted upon each and every order placement and/or each receipt of the products at the latest. WE HEREBY EXPLICITLY OBJECT TO ANY DEVIATING OR SUPPLEMENTARY CONDITIONS SET BY OUR CUSTOMER, 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 a customer's 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 the customer.

Should any provision of the present General Terms and Conditions be invalid or unenforceable, this shall not affect the validity of the remaining provisions thereof, and the parties shall seek to replace the void or unenforceable provision with a valid and enforceable provision that is as close in meaning and economic effect as the original provision.

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 (email). 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 the customer, the customer shall ensure and warrants to us 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 IMMEDIATELY SUSPEND ALL RELEVANT ACTIVITIES (WITH OR WITHOUT GIVING THE CUSTOMER NOTICE) and to claim damages (including, but not limited, to the cost of material and labour already engaged until suspension), without being obliged to analyse the legal situation (see also clause 8.3). In addition, the customer shall immediately indemnify us from any third-party claims related to documents provided to us by the customer.

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 pro-curing and manufacturing the tools required for serial produc-

tion, 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 the customer.

2.4 We shall be entitled to procure the materials for the entire order and to manufacture the total order quantity immediately. Any customer 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 fall short of the agreed quantity by up to 10%. For the same reason, our Deliveries may exceed of the agreed quantity by up to 10%.

3. DESCRIPTION OF SERVICES

3.1 The quality of the object of delivery and service shall be conclusively determined by the characteristics explicitly stated in the product information sheet and the product safety data sheet; other or other performance characteristics of deliveries and services have not been agreed. Any warranty for features beyond this explicit agreement, for example for a particular purpose of use or product suitability, length of use, durability, functionality, compatibility, other subjective or objective requirements, or compliance with samples or samples, is only taken if and to the extent this has been explicitly agreed in writing. Otherwise, the risk of suitability and use rests exclusively with the customer. We will reserve the right to ordinary or technically unavoidable deviations in physical and chemical parameters, including colours, formulas, recipes, procedures and use of raw materials, as well as order size, to the extent this is not unacceptable to the customer.

Mounting instructions and other instructions, as well as specifications or recommendations regarding storage, installation, tests, operation or maintenance (hereinafter "instructions"), which are not included in the product information sheets and safety data sheets, are only part of the scope of delivery and must be handed over with it only if this has been explicitly agreed. We are entitled to provide these instructions with delivery or refer to them in the delivery documents (e.g. by reference to the corresponding websites). The customer is obliged to comply with the instructions and to take into account the relevant regulations (e.g. DIN standards) or other standards applicable to the relevant chain.

The warranty and all rights resulting from it under this agreement are exclusive. There are no other warranty rights, either express or implied, whether based on advertising messages, implied actions, or commercial custom. To the extent permissible under the relevant legal provisions, all additional statutory warranty rights are hereby excluded, in particular those relating to a subjectively or objectively estimated average quality, fitness for a particular purpose, type of use or lack of third party rights.

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 the customer 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, and ANY SUCH WARRANTY OR GUARANTEE IS HEREBY

EXPRESSLY EXCLUDED, TO THE GREATEST EXTENT PERMITTED UNDER THE LAW.

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 and that time is of the essence, i.e. it is put in writing that the customer has 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 the customer that the order is ready for shipment. Delivery periods shall not start to run until the customer has 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 Events of force majeure or casus fortuitus, or other circumstances beyond our control that render the timely execution of accepted orders impossible shall relieve us from our delivery commitment as long as these events continue to exist. This means we do not assume the risk of procurement. Furthermore, WE RESERVE THE RIGHT TO TERMINATE THE CONTRACT IN CASE WE DO NOT RECEIVE THE RELEVANT PRODUCTS OURSELVES IN SPITE OF A RESPECTIVE PRIOR PROCUREMENT CONTRACT WITH OUR SUPPLIER; our responsibility for damages caused intentionally or negligently according to clause 8 remains unaffected. We will inform the customer without undue delay that the delivery item will not be available in time, and in case we withdraw from the contract we will return any consideration already received without undue delay.

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

4.5 In case the customer, experiences payment difficulties or in case we become aware of a significant deterioration of the customer's financial situation, we shall be entitled to suspend deliveries immediately and to refuse the fulfilment of current contracts unless the customer provides the respective consideration or, upon our request, provides appropriate securities.

4.6 In case the customer is in default of acceptance or culpable breach of any accessory obligations, the customer shall indemnify us for any damages caused and any additional costs (including - but not limited to - any storage, insurance or other costs) related thereto. Further claims and rights shall remain unaffected. In case of the customer's default of acceptance or payment, the risk of accidental loss and damage of the products shall pass to the customer, irrespective of the fact that delivery may not have (due to the customer's default) occurred.

4.7 In case the products are sent to the customer or a third party at the customer's request, by way of derogation from Art. 1274 of the Romanian Civil Code, the risk of accidental loss or accidental damage of the products passes to the customer 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).

4.10 The customer must notify us of any defects of the delivered products not later than within 2 (two) working days from receipt of the products.

5. SECURITIES

5.1 We reserve title to all delivered products until all our existing claims, including conditional and accessory claims against the customer resulting from our business relation have been satisfied; for this purpose, all deliveries shall be considered as one single delivery transaction.

6. PRICES AND PAYMENT

6.1 Our prices are expressed in EUR and are valid for delivery FCA (agreed place of delivery); statutory VAT, transport and packing costs are not included. Where under Romanian law payments under this contract must be made in Romanian currency, the RON equivalent of the prices shall be calculated by using the official exchange rate of the National Bank of Romania applicable on the [invoice/payment] day.

For orders below a certain order value, we calculate the following quantity surcharges:

- a) For an order value up to and including EUR 200,00, a minimum quantity surcharge of EUR 30,00 (plus statutory VAT) will be charged.
- b) For an order value between EUR 201,00 and EUR 300,00, a minimum quantity surcharge of EUR 40,00 (plus the statutory VAT) will be charged.
- c) For an order value between EUR 301,00 and EUR 500,00, a minimum quantity surcharge of EUR 50,00 (plus the statutory VAT) will be charged.

Orders with an order value of more than EUR 500,00 are exempt from a quantity surcharge.

The quantity surcharge is calculated in addition to the prices specified in the contract and any shipping costs and is shown separately in the invoice. All stated amounts are exclusive of the applicable statutory VAT.

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 (but in any event not later than 30 days from the invoice date), 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 the customer is in default of payment we may charge interest at the rate of 9 percentage points above the base/reference interest

rate published by the National Bank of Romania, for the duration of the default, plus a lump sum of EUR 40. This shall not restrict our right to claim additional damages or costs.

6.6 In addition, in case the customer is in default of payment, we may choose to call due any outstanding purchase price instalments or other existing claims against the customer 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 The customer may set off or withhold payments only if his counterclaim is undisputed or determined through a final and irrevocable court decision (res judicata). This restriction shall not apply to claims of the customer for corrective measures in relation to a defective product or completion of an unfinished product.

6.9 Upon request, the customer shall provide us with any documentary evidence for tax purposes (i. a. entry certificates), which we consider necessary under the applicable statutory provisions to prove our exemption from VAT for cross-border deliveries, if the case. In case of non-compliance the customer shall, after receipt of a corrected invoice, cover any VAT claims and interest imposed on us by the tax authorities. The customer shall inform us about the invalidity or any changes in its VAT identification number without undue delay. The customer shall likewise inform us immediately following any withdrawal of its VAT number or its registration on the list of inactive operators.

6.10 In case the purchase price is paid by way of the credit note procedure for VAT purposes, the customer 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 the customer 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 The customer shall properly fulfil its duties regarding inspection and lodging complaints under Art. 1709 paragraph (2) of the Romanian Civil Code e.g. the customer shall inspect the products without undue delay and shall notify us of any defects without undue delay (and in any event within 2 (two) working days from receipt), 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 sort out such products and to remedy the defect or to make a substitute delivery, unless this cannot reasonably be expected from the customer. In case we are unable to accomplish this or fail to comply in due course, the customer may withdraw from the contract to this extent and may return the products at our risk. In case of urgency, the customer 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, the customer 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 the customer's counterclaim is based on the same contractual relationship.

7.5 Any claims for damages for defective products shall be subject to two failed attempts of subsequent performance. In case of substitute delivery the customer is obliged to return the defective products upon request.

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. The customer shall, however, have no right to withdraw from the contract in case of minor defects.

7.7 The customer 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 the customer.

7.8 No claims for defects may be raised in case of merely insubstantial deviations 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 the customer 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 customer may not make the aforementioned claims for any products, which, according to mutual agreement, we do not deliver as new products.

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 (culpa in contrahendo), from a breach of obligations or from unlawful acts, only to the extent that we, our employees or our agents for which we are responsible under the law 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 the customer regularly trusts 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. FOR THE AVOIDANCE OF DOUBT, WE SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF

PROFITS, LOSS OF USE OF PROFITS, OR LOSSES DUE TO BUSINESS INTERRUPTION. This shall also apply to a breach of obligations by our employees or our agents for which we are responsible under the law.

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/or Romania and have been published at the time of delivery. This liability shall not apply, and we hereby expressly exclude and deny any liability arising from infringement of third parties' industrial property rights if we have manufactured the product according to drawings, models, or other descriptions or data provided by the customer and if we did not know or did not reasonably have to know of any infringement of industrial property rights in connection with the developed product. In this case our customer is liable for any current or future infringement of third parties' industrial property rights. The customer undertakes

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 and all costs, losses, damages, claims, actions etc (including moral damages, such as prejudice to reputation and goodwill, and including legal and court fees and expenses) incurred by us as a result of any third parties' claims based on an infringement of industrial property rights.

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 timebarred.

8.6 We shall only be liable for claims of recourse by the customer if and to the extent the customer has not accepted obligations towards his own customer 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 the customer.

8.7 We do not accept any further liability other than as expressly and specifically indicated herein.

9. CONFIDENTIALITY

9.1 Customer 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 the customer proves that the Confidential Information is (i) already known to the customer or in the public domain at the time of disclosure or subsequently becomes public knowledge other than through a fault of the customer, (ii) subsequently developed by the customer completely independent from the Confidential Information, or (iii) received by the customer 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. The customer has 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 know-how or copyrights of the customer 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 The customer undertakes 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. The customer 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, the customer shall be solely responsible for compliance with the above mentioned provisions and shall indemnify us from any and all claims or related costs resulting from the violation of the respective laws or regulations by the customer, 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. The customer shall, however, be solely liable for any negative consequences resulting from the provision of insufficient information by the customer, including any incorrect or incomplete information relating to the use of products within the supply chain.

10.3 The customer shall comply with foreign trade law provisions, in particular with any applicable export control regulations under Romanian, German, EU and US law.

11. PLACE OF PERFORMANCE AND JURISDICTION, MISCELLANEOUS

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

11.2 The customer 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 the customer, in particular regarding our deliveries, the exclusive place of jurisdiction shall be the Municipality of Sibiu, Romania.

This shall also apply to disputes concerning the formation and validity of a contractual relationship. We shall, however, also have the option to sue the customer in the courts competent for the customer's place of business.

11.4 The business relationship with the customer shall be exclusively governed by the laws of Romania.

11.5 THESE TERMS AND CONDITION OF DELIVERY AND PAYMENT INCLUDE STANDARD AND UNUSUAL CLAUSES WITHIN THE MEANING OF ARTICLES 1202 AND 1203 OF THE ROMANIAN CIVIL CODE. BY PLACING AN ORDER WITH US, CUSTOMER EXPRESSLY AND UNEQUIVOCALLY AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS AND THAT THESE TERMS AND CONDITIONS ARE ENFORCEABLE AGAINST IT IN ACCORDANCE WITH THEIR TERMS.

11.6 IN PARTICULAR, CUSTOMER HEREBY EXPRESSLY AND UNEQUIVOCALLY CONSENTS TO CLAUSES 1

(EXCLUSION OF CUSTOMER TERMS), 2.2. (SUSPENSION OF PERFORMANCE), 3.1. AND 3.3. (EXCLUSION/LIMITATIONS OF WARRANTY/GUARANTY), 4.3.

(TERMINATION OF CONTRACT), 8.2 (LIMITATIONS/EXCLUSIONS OF LIABILITY) AND 8.4 (REDUCTION OF STATUTE OF LIMITATIONS).