

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Relevant conditions and scope

- 1.1 All our deliveries and services (hereinafter also referred to collectively as "Delivery" or "Product") shall be governed exclusively by these "General Terms and Conditions of Sale and Delivery" (hereinafter also referred to as "Terms and Conditions"), unless expressly agreed otherwise in writing. Our Terms and Conditions shall also apply if we perform a service to a Customer without reservation even though we know that the Customer's Terms and Conditions conflict with or deviate from our Terms and Conditions.
- 1.2 Legally relevant declarations and notifications which need to be communicated to us by the Customer after conclusion of the contract, e.g. setting of deadlines, reminders, declarations of withdrawal, must be effected in writing.
- 1.3 These Terms and Conditions shall only apply to a businessperson, a legal entity under public law or a special fund under public law in accordance with § 310 para. 1, sentence 1, BGB (German Civil Code).

2. Information and support, documents

- 2.1 Information and support regarding our Products are based on our previous experience. The values given are only average values, particularly with regard to a possible use/ application of our Products, and do not represent an assurance of the nature of the Products. We do not assume an obligation with regard to the exactness of the values and/ or the scope of application. Should the Customer be entitled to claims for damages nevertheless, Section 7 of these Terms and Conditions shall apply.
- 2.2 All documents and objects, such as drawings, samples or models, which we make available to the Customer in connection with our offers and quotes remain our property. We retain the copyright to these documents and objects, provided that they are eligible for protection under copyright law. The Customer is not authorised to disclose to third parties the documents made available to him without our prior written consent.

3. Conclusion and scope of the supply contract

3.1 Our offers are always non-binding, unless we specify a period of validity binding on us or a specific period of acceptance. Our order confirmation shall be decisive for the content of the supply contract; in the event of delivery without a separate order confirmation, our delivery note shall be regarded as order confirmation. Verbal declarations or promises made before conclusion of the contract are in any case non-binding and will be replaced by the written contract, unless it expressly results from them that they continue to be binding.

3.2 All information regarding our Products, in particular illustrations, drawings, quality, quantity, weight, dimensions and performance information contained in our printed material are only approximate values and do not represent a quality specification. If no limits for permissible deviation are set out in the order confirmation, and no deviations result from Customer specifications expressly acknowledged by us, the customary industry deviations are permissible in each case. The quality, suitability, qualification and function as well as the intended use of our Products are determined exclusively by our performance specifications and Product specifications. Public statements, marketing or advertising by us or third parties do not constitute a quality description of the Products.

3.3 Guarantees regarding the quality or durability of our Products must be expressly identified as such in the order confirmation. If samples or specimens are delivered, their quality shall not be deemed to be guaranteed unless otherwise expressly stated in the order confirmation. The same applies to the information provided by analyses.

4. Delivery and transfer of risk

4.1 If a delivery time or date is not expressly fixed in the order confirmation, but is only deemed to be an approximate delivery time or date, the Customer is allowed to set us a reasonable deadline for delivery two weeks after these delivery times or dates have passed. We shall only be in default upon expiry of the grace period. Adherence to delivery times is subject to the condition that all commercial and technical questions between us and the Customer have been clarified and that the Customer has fulfilled all obligations incumbent upon him, such as the provision of the necessary permits or releases of Product drawings or the making of a down payment if a down payment has

been agreed upon. If this is not the case, the delivery times shall be extended accordingly. This shall not apply if we are responsible for the delay.

- 4.2 If we are in default of delivery, the Customer may demand lump-sum compensation for the damage caused by the delay. For each completed calendar week of delay, the lump-sum compensation shall amount to 0.5%, but not more than a total of 5% of the net price of that part of the delivery which, due to the delayed delivery, cannot be used on time or in accordance with the contract.

If the Customer sets us a reasonable deadline for delivery after the due date - taking into account the statutory exceptions - and we fail to meet this deadline, the Customer shall be entitled to withdraw from the contract within the framework of the statutory provisions.

Further claims arising from a delayed delivery shall be determined exclusively in accordance with Section 7.7 of these Terms and Conditions.

- 4.3 If non-observance of the delivery time is due to force majeure, industrial action, in particular strike or lockout, or other events beyond our control, we may postpone delivery for the duration of the hindrance plus a reasonable start-up time thereafter. Furthermore, adherence to delivery times is subject to correct and timely delivery to us. We will inform the Customer as soon as possible of any impending delays.

- 4.4 We are entitled to make partial deliveries if
- the relevant partial delivery is usable for the Customer within the scope of the contractual purpose,
 - delivery of the remaining goods ordered is ensured and
 - the Customer does not incur any considerable additional work or additional costs as a result of this, unless we declare ourselves willing to assume these costs.

In any case, the place of performance is our registered place of business.

- 4.5 If an on-call delivery has been agreed, the call must be made within three months after conclusion of the contract, unless otherwise agreed in writing. If the delivery is not called off within the agreed period, Section 4.7 of these Terms and Conditions shall apply accordingly.

- 4.6 Unless otherwise agreed, all deliveries are ex works Northeim. Shipment and transport are always at the Customer's risk. The risk shall transfer to the Customer – also for partial delivery – once the goods have been handed over to the transport provider -

irrespective of whether this person is a member of our company or a third party - or has left our premises for the purpose of shipment, unless clause 4.7 of these Terms and Conditions applies.

4.7 If the Customer refuses acceptance of the goods or if shipment is delayed for other reasons attributable to the Customer, the risk shall transfer to the Customer as soon as default of acceptance occurs. After the transfer of risk, storage costs shall be borne by the Customer. We are entitled to charge storage costs at a flat rate of 0.5% of the invoice amount for each month or of the actual value of the damage unless the Customer can prove that damage is less. In addition, we may set the Customer a grace period of 14 days and, if this period expires without result, withdraw from the contract or demand compensation for damages instead of performance.

4.8 Insofar as an acceptance process is required for a service/delivery to be performed by us, this acceptance shall determine transfer of risk. The acceptance process must be carried out, without delay, on the acceptance date, alternatively upon our notification that we are ready for acceptance.

5. Prices / payment

5.1 Our prices are exclusive of the respective statutory value added tax.

5.2 All shipping costs are to be borne by the Customer, unless otherwise agreed in writing. The freight tariffs, customs rates and other charges applicable on the day of delivery shall apply.

5.3 The Customer has a right to set-off and/or a retention right only in the case of counterclaims which have been legally established, or are undisputed, or are ready for decision in proceedings pending at law.

5.4 Unless otherwise agreed, the purchase price is payable within 30 days of receipt of the invoice. Upon expiry of this period, the Customer shall be in default of payment.

5.7 Without our written consent, the Customer is not entitled to assign claims from this contract to third parties. This does not apply to monetary claims, however.

6. Retention of title

- 6.1 All delivered goods remain our property (reserved goods) until the Customer has settled all existing claims and any possible claims arising after conclusion of the contract.
- 6.2 Any processing or altering of the goods subject to retention of title carried out shall be without any obligation on our part, and/while we shall be deemed the manufacturer within the meaning of § 950 BGB (German Civil Code). Processed or altered goods shall be deemed to be reserved goods in accordance with section 6.1 of these Terms and Conditions. In the event of processing or altering, combining or mixing of the reserved goods by the Customer with goods of other origin to form a new item or mixed stock, we shall be entitled to co-ownership thereof in the ratio of the invoice value of the reserved goods at the time of delivery to the value of the other processed or mixed goods. This co-ownership share shall be deemed to be “reserved goods” in accordance with the above clause 6.1.
- 6.3 If the goods subject to retention of title are combined with other items and if an item belonging to the Customer is to be regarded as the principal item within the meaning of § 947 BGB (German Civil Code), it is hereby agreed that a co-ownership share in the ratio of the invoice value of the reserved goods to the value of the principal item shall pass to us, and that the Customer shall store this item for us free of charge. This co-ownership share shall be deemed to be “reserved goods” in accordance with the above clause 6.1.
- 6.4 The Customer is obliged to store the reserved goods for us. Upon request, we shall, at any time, be given the opportunity to take stock at the place of storage and to mark the goods adequately. In case of seizure or any other impairment of our rights by third parties, the Customer shall inform us immediately and in detail, thus enabling us to take all necessary legal steps.
- 6.5 The Customer may only sell the goods subject to retention of title in the normal course of business, and at the usual terms, if a retention-of-title agreement to the extent specified by us is set up ensuring that any claims resulting from the resale are transferred to us in accordance with the following clauses 6.6 to 6.8.

- 6.6 The Customer hereby assigns to us, with all ancillary rights, the claims arising from the resale of the reserved goods, also within the scope of contracts for work and services or contracts for the delivery of movable goods to be manufactured or produced. To the same extent, they are regarded as collateral for the reserved goods. The buyer is only entitled to assign claims to third parties with our prior written consent.
- 6.7 If the Customer sells the reserved goods together with other goods which were not supplied by us, the assignment of the claim from the resale shall only apply to the amount of the invoice value of our reserved goods at the time of delivery. In the event of the sale of goods in which we have co-ownership in accordance with the above clauses 6.2 or 6.3, the assignment of claims shall be proportional to this co-ownership share.
- 6.8 If the assigned claim is accepted in a current account, the acceptor shall already assign a corresponding portion of the balance (including the final balance) from the current account to us.
- 6.9 Until further notice, the Customer is entitled to collect payments from the resale according to the above clauses 6.5 to 6.7.
- 6.10 If the Customer does not fulfil their obligations under this contract, or other contracts in place between us, or if we become aware of a decrease in the customer's creditworthiness,
- we are entitled to prohibit resale, processing, altering, combining or mixing of the reserved goods;
 - we are entitled to withdraw from this contract; in this case the Customer's right of ownership shall expire, and we may demand the return of the reserved goods; we shall then be entitled to enter the Customer's premises and take the reserved goods into possession at the Customer's expense, and, without prejudice to the Customer's payment obligations and other obligations, to sell them by private sale or auction in the best possible way; we shall offset the proceeds of the sale against the Customer's liabilities after deduction of the costs incurred; and we shall pay out any surplus monies to the Customer, if applicable;
 - upon request, the Customer shall name the debtors of the claims assigned to us so

that we can disclose the assignment and enforce the claims; all proceeds due to us from assignments shall be forwarded to us immediately upon receipt if and as soon as our claims against the Customer become due;

- we are entitled to revoke the direct debit authorisation.

6.11 If the value of collateral to which we are entitled exceeds our claims by more than 20% in total, we are obliged to release collateral at our discretion at the Customer's request.

7. Liability for defects and other liability

7.1 Warranty claims of the Customer with regard to the delivered goods are subject to the Customer having properly fulfilled their obligations to examine the goods and submit possible complaints in accordance with § 377 HGB (German Commercial Code).

7.2 Damage in transit must be reported to the freight forwarder without delay; in this respect the notification obligations of the German Freight Forwarders' Standard Terms and Conditions apply.

7.3 In case of a justified and timely notice of defect, we shall, at our discretion, provide subsequent performance of the services by means of repair or replacement.

7.4 If the subsequent performance or replacement delivery fails, the Customer may demand a reduction of the purchase price or cancellation of the contract. The Customer's right to withdraw from the contract does not extend to minor defects. If the Customer chooses to withdraw from the contract after subsequent performance has failed, he shall not be entitled to any additional compensation for damages due to the defect.

7.5 If the Customer receives a faulty assembly instruction, we are only obliged to provide a faultless assembly instruction. This only applies if the faulty assembly instruction prevents proper assembly.

7.6 The above provisions represent the conclusive warranty for our goods and services. For all other claims for damages to which the Customer may be entitled due to or in connection with defects in the delivered goods, regardless of the legal basis, our liability is limited to the provisions in Sections 7.7 and 7.9.

- 7.7 Further claims for compensation for damages of any kind - irrespective of the material and legal grounds - including damages which have not occurred to the delivery item, are only considered
- in case of gross negligence or intent
 - in the event of injury to life, body or health
 - in case of culpable violation of essential contractual obligations, insofar as the achievement of the contractual purpose is at risk, with regard to the foreseeable damage typical to the contract. Contractual obligations are deemed essential if their fulfilment is necessary to achieve the purpose of the contract.
 - when liability for personal injury or damage to privately used objects is assumed under the Product Liability Act for defects in the delivery item,
 - in case of defects which have been fraudulently withheld or whose absence we have guaranteed.

In all other cases, further claims for damages are excluded.

- 7.8 Any personal liability of our legal representatives, vicarious agents and/ or employees for damages caused by them, by slight negligence, is excluded.
- 7.9 The Customer's claims - regardless of their legal basis - shall become time-barred after 12 months. The statutory periods shall apply to claims for damages pursuant to the above Section 7.7. They shall also apply to defects in a building or to delivery items which were used for a building in accordance with their common purpose, if this is the cause for the defect. The statutory deadlines shall also apply for entrepreneurs' recourse claims in accordance with §§ 478, 479 BGB. They also apply to the limitation of recourse claims in the supply chain according to § 445b para. 1 BGB, if a sale to a consumer constitutes the last contract in the supply chain.

8 Applicable law/ Jurisdiction

- 8.1 The relations between us and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- 8.2 If the Customer is a businessperson, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the

contractual relationship shall be our place of business. We are, however, also entitled, at our discretion, to bring an action at the place of performance of the delivery obligation or at the Customer's place of business.

9. Final provisions

- 9.1 Amendments and supplements to this contract, including this written form clause, must be made in writing. The same applies to subsidiary and additional agreements.
- 9.2 Should a provision of this contract be or become invalid in whole or in part, the invalidity of this provision shall not affect the validity of all other provisions of this contract. The ineffective provision shall be replaced by a legally valid provision which comes closest in economic terms to the regulatory purpose of the ineffective provision. The same applies to any loopholes in this contract.

(Current version: 01/2020)

- Umfotec GmbH
[Address]
[Print date]

"I hereby certify that the
above translation from German
into English is true and correct"

Mülheim, the 04.05.2020

Andrea Christmann

Certified translator for English

for the district of the Higher Regional Court of Düsseldorf

