General Terms and Conditions of Purchase, Delivery and Service of eQ-3 AG for business transactions with commercial enterprises

Version April 2020

1. Scope of application, General

1.1 These General Terms and Conditions of Purchase, Delivery and Service (GTC) shall apply exclusively to business entities in terms of Section 14 of the German Civil Code (BGB), i.e. natural or legal persons who acquire goods or services for commercial or professional use.

1.2 For the business relationship with our customers, including information and advice, the following terms and conditions (hereinafter referred to as "GTC") apply exclusively.
Deviating general terms and conditions of the buyer and/or purchaser – hereinafter referred to as "**customer(s)**" – shall only apply if and insofar as we expressively acknowledge them in writing; otherwise they shall be rejected. In particular, our silence with regard to such deviating General Terms and Conditions of Business shall not constitute an acknowledgement or consent, not even in the case of future contracts.

Our General Terms and Conditions shall apply in lieu of any general terms and conditions of the customer, in particular Terms of Purchase (ToP), even if according to these ToP acceptance of the order is stipulated as unconditional recognition of the ToP, or we deliver/perform after reference by the customer to the applicability of its ToP, unless we expressly waived the applicability of our General Terms and Conditions with regard to the customer. The exclusion of the customer's general terms and conditions, especially the ToP, shall also apply if our General Terms and Conditions do not include a separate regulation for individual stipulations. By accepting our order confirmation or the contractual service, the customer expressly acknowledges that he waives his legal objection derived from the ToP that our General Terms and Conditions do not apply.

1.3 Insofar as claims for damages are referred to in the following, this also refers to claim for reimbursement of expenses within the meaning of Section 284 German Civil Code.

2. Information / Advice / Characteristics of the products and services / Cooperation of the customer

2.1 Information and explanations regarding our products
Product and/or service specifications agreed with the customer conclusively define the properties owed. In the absence of an express agreement to the contrary with us, we do not owe any further properties of the delivery item or our service affected by this, such as suitability for the purpose of use announced by the customer or the usual properties of such products.

2.2 Data of our products which are not provided with tolerances, as they are contained in our Internet presentation or in our catalogues and/or brochures, are also subject to costumery commercial and/or industry-standard production-related deviations and changes, in particular due to technical production developments and related materials.

2.3. We only assume a consultation obligation by means of a separate consultancy contract.

2.4 A no-fault guarantee shall only be deemed to have been assumed by us if we have designated a characteristic and/or a performance success as "*legally guaranteed*" in writing.

2.5 We do not assume any liability for the usability and/or registrability and/or marketability of our products or services for the purpose intendet by the costumer, unless we have expressly agreed otherwise with the customer. The provision of item 11 remains unaffected.

The suitability of our products for medical applications *or in areas which directly serving personal safety is excluded.*

2.6 The customer alone shall be responsible for any necessary official approvals. All costs incurred in this connection shall be born by the costumer.

3. Specimen copies / Provided documents and data / Samples / Cost estimates

3.1 The properties of samples or trial copies shall only become part of the contract if this has been *expressly* agreed. The customer is not entitled to use and pass on samples.

3.2 We reserve all property rights and copyrights to samples, illustrations, pictures, photos, drawings, data, cost estimates and other documents relating to our products and services which are announced or provided to the customer. The customer undertakes not to make the samples, data, photos and/or documents listed in the above sentence available to third parties and not to reverse engineer them unless we give our express consent. The customer must return them to us immediately upon request unless an order based on them is placed with us. This shall also apply if the retention of the aforementioned objects and/or data is not contractually regulated otherwise in favour of the customer.

The provisions of sentences 1 and 2 shall apply accordingly to the customer's documents, drawings or data. However, we may make them available to third parties, to whom we are permitted to transfer contractual deliveries and/or services which are the subject of the contract with the costumer, or to whom we make use of our vicarious agents or suppliers.

4. Conclusion of contract / Scope of delivery and service / Software / Procurement risk and guarantee

4.1 Our offers for new products or services are subject to change without notice, unless they are expressly marked as binding or expressly contain binding promises or unless the binding nature of the offer has been expressly agreed with the customer. They are requests for purchase orders by the customer and not a binding offer on our part.

4.2 The customer is bound to his order as a contract proposal for 14 calendar days - in the case of electronic orders 5 working days (in each case at our registered office) - after receipt of the order by us, unless the customer must regularly expect a later acceptance by us (§ 147 BGB). This also applies to subsequent orders by the customer.

4.3 A contract is only concluded - even in the course of current business transactions - if we confirm the customer's order in writing or in text form (i.e. also by fax or e-mail) by means of order confirmation. Orders placed by telephone or in any other form shall be deemed to have been accepted by us if either an order confirmation or the delivery or handing over of the goods and invoice is effected by us within 72 hours of the telephone call.

4.4 The order confirmation is only valid under the condition that outstanding payments of the customer are settled and that a credit check of the customer at a bank or credit agency carried out by us remains without negative information.
In case of delivery or service within the binding period of the customer's offer, our order confirmation can be replaced by our delivery or service, whereby the dispatch of the delivery or provision of the service is decisive.

4.5 In the absence of any other express agreement, we are only obliged to deliver the ordered products as goods that are marketable and legal in the Federal Republic of Germany.

4.6 We are only obliged to make payment from our own stock of goods (**stock debt**).

4.7 The assumption of a no-fault, guarantee-like procurement risk within the meaning of § 276 BGB (German Civil Code) or a procurement guarantee does not lie solely in our obligation to deliver an item which is only specific in terms of its type.

4.8 Such a procurement risk within the meaning of § 276 BGB (German Civil Code) shall only be assumed by us by virtue of a separate and express agreement using the phrase "we assume the procurement risk...".

4.9 If the acceptance of the products or their dispatch or the acceptance of our performance is delayed for a reason for which the customer is responsible, we shall be entitled, after setting and expiration of a 14-day grace period, to demand immediate payment of remuneration or, at our discretion, to withdraw from the contract or to refuse performance and demand damages instead of the entire performance. The setting of a deadline must be in writing or in text form. We do not have to refer again to the rights arising from this clause.

In the event of the above-mentioned claim for damages, the damages to be paid shall amount to 20% of the net delivery price in the case of purchase contracts or 20% of the agreed net remuneration in the case of service contracts. The customer reserves the right to prove that the damage is significantly lower (more than 10% lower). A reversal of the burden of proof is not associated with the above provisions.

4.10 In the event of a delayed delivery order or call-off by the customer, we shall be entitled to postpone the delivery by the same period of time as the customer's delay plus a disposition period of 4 working days at the location of our registered office.

As far as a purchase on call is concluded, the individual calls of the customer must, unless otherwise agreed, be distributed as evenly as possible over the call period and must be received by us at least 6 weeks before the desired delivery date. If no other express agreements have been made, the customer is obliged to accept the purchased goods in full within one year of receipt of the order confirmation. If the call-offs are not made in time, we are entitled to send a reminder for the call-offs and their allocation and to set a grace period of 14 days for the call-off and allocation, which must provide for acceptance within 4 weeks after receipt of our request. If the deadline expires unsuccessfully, we are entitled to withdraw from the contract or to claim damages instead of performance. We do not have to refer again to the rights arising from this clause. Clause 4.9 para. 2 applies accordingly.

4.11 We owe user information for our products and a product label only - unless otherwise expressly agreed in writing or text form or if we are subject to different legal regulations - in German or, at our discretion, in English.

4.12 We reserve the right to change the specification of the goods to the extent that legal requirements make this necessary, provided that this change does not result in a deterioration in quality and usability, provided that no specification has been agreed for the usual purpose and provided that suitability for a particular purpose has been agreed for this purpose, and provided that if a specification has been agreed it is complied with. If this is not possible for us due to legal or official requirements, we shall be entitled to withdraw from the unfulfilled part of the concluded contract.

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

4.14 We are further entitled to deliver products with customary deviations in quality, dimensions, weight, colour and equipment. Such goods shall be deemed to be in conformity with the contract.

4.15 If the delivery item contains software, the customer shall receive a simple irrevocable, non-exclusive right of use for the purpose of using the delivery item. However, the customer is entitled to further license this right of use exclusively for the purpose of the intended use of the delivery item if he sells or transfers the delivery item to third parties.

4.16 If the delivery item contains software, the customer has no right to receive the source code of the software, unless this has been expressly agreed upon separately between the customer and us.

4.17. If the delivery item contains software, the customer is not entitled to re-engineer the software as long as we agree to remedy defects or maintain the delivery item at normal market conditions.

4.18 The customer must ensure that the programs and documents provided by us are not accessible to third parties without our prior consent. Copies may only be made for archiving purposes as a replacement or for troubleshooting.

4.19 If the originals bear a note referring to copyright protection, this note must be affixed to the original by the customer. Unless otherwise agreed, the right of use shall be deemed granted upon delivery of the order and delivery of the programs, documentation and subsequent additions. Changes to the programs are not permitted; if programs modified by the customer or by third parties are used by us, we are not liable for damages.

4.20. The customer is advised that according to the current state of technical development, errors in the software program cannot be completely excluded. The customer shall examine the software immediately after delivery and notify us immediately in writing or in text form of any obvious errors, otherwise claims for breach of duty due to poor performance (warranty) are excluded. § 377 HGB remains unaffected.

4.21. We only warrant that the software essentially corresponds to the description in the documentation or the specifications in the order confirmation with regard to its functionality, unless otherwise expressly agreed between the customer and us. Beyond this, we do not warrant certain properties of the software programs nor their suitability for customer purposes or customer requirements. We shall not be liable for the recovery of data unless the customer has ensured that this data can be reconstructed with normal effort from the data material recorded in machine-readable form.

4.22. The Customer does not receive any user rights to the software which the Customer purchases individually or together with the products for the purpose of resale to end users. This applies to any type of software that is included with or installed on the products delivered by us to the customer. The software may not be decompiled, analysed or modified by the customer. Enclosed software must be passed on to the end customer by the customer on the unopened original data carriers.

5. Delivery / Place of performance / Delivery time / Default in delivery / Packaging

5.1 Binding delivery dates and periods must be expressly agreed. In the case of non-binding or approximate (approx., about, etc.) delivery dates and periods, we shall endeavour to comply with these to the best of our ability.

5.2 Delivery and/or performance periods shall commence upon receipt of our order confirmation by the customer, in the absence of such confirmation 3 working days at our registered office after receipt of the customer's order by us and acceptance of the same by us, but not before all details of the execution of the order have been clarified and all other prerequisites to be fulfilled by the customer have been met, in particular agreed down payments or securities and necessary cooperation has been provided in full. The same applies to delivery and performance dates. If the customer has requested changes after the order has been placed, a new reasonable delivery and/or performance period shall commence upon our confirmation of the change. A reasonable delivery period means a delivery period which corresponds to the original remaining delivery period plus the period of the change negotiations and a disposition period of 14 calendar days.

5.3 Deliveries and/or services before the expiry of the delivery and/or service period are permissible. In the case of a debt to be collected, the day of notification of readiness for dispatch shall be deemed the day of delivery, otherwise the day of dispatch of the products, in the case of a debt to be brought, the day of delivery at the agreed place of delivery.

We are entitled to make partial deliveries within the delivery period if the partial delivery is usable for the customer within the scope of the contractual purpose, if the delivery of the remaining ordered goods is ensured and if the customer does not incur any considerable additional work or additional costs as a result, unless we declare ourselves willing to assume these costs. The additional expenditure is considerable if it exceeds 5% of the net remuneration for the contractually owed performance.

5.4 If no pick-up date is specified in the order, which we must confirm or acknowledge in order to make it binding, or if the acceptance does not take place on the agreed pick-up date, we shall, at our discretion, either ship the contractual goods with a carrier commissioned by us or store the contractual goods at the customer's expense, whereby we may also use a forwarding agent or warehouse keeper. We shall invoice the customer additionally for packaging, transport and insurance costs incurred (the latter if transport insurance has been agreed) upon dispatch. The above provision shall apply accordingly if the customer is in default of acceptance.

In the event of storage, the customer shall pay a storage lump sum of 0.5% of the net remuneration per week for the stored goods. The customer reserves the right to prove that a significantly lower (more than 10% lower) cost was incurred.

6. Force majeure / Delivery subject to availability

6.1 If, for reasons for which we are not responsible, we receive deliveries or services from our sub-suppliers for the performance of our contractual delivery or service owed by us, despite proper and sufficient cover before conclusion of the contract with the customer in accordance with the quantity and quality from our delivery or service agreement with the customer, that is to say, in such a way that upon fulfilment of the supplier's obligation to us we are able to fulfil the contract with the customer according to the type of goods, quantity of goods and delivery time and/or performance (congruent covering), not, not correctly or not in time or if events of force majeure of not insignificant duration (d. (i.e. with a duration of more than 7 calendar days), we shall inform our customer in writing or in text form in good time. In this case we are entitled to postpone the delivery for the duration of the hindrance or to withdraw from the contract in whole or in part due to the unfulfilled part of the contract, provided that we have complied with our aforementioned duty to inform and have not

assumed the procurement risk within the meaning of § 276 BGB or a delivery guarantee. Force majeure shall include strikes, lockouts, official interventions, shortages of energy and raw materials, transport bottlenecks or hindrances through no fault of our own, operational hindrances through no fault of our own - e.g. due to fire, water and machine damage - and all other hindrances which, from an objective point of view, have not been caused by our fault.

6.2 If a delivery date or a delivery period has been bindingly agreed and if the agreed delivery date or the agreed delivery period is exceeded as a result of events in accordance with Section 6.1, the customer shall be entitled to withdraw from the contract with regard to the unfulfilled part after a grace period of 14 calendar days has expired without result. Further claims of the customer, in particular those for damages, are excluded in this case.

6.3 The above provision pursuant to Section 6.2 shall apply accordingly if, for the reasons stated in Section 6.1, it is objectively unreasonable for the customer to continue to adhere to the contract even without a fixed delivery date being contractually agreed.

7. Shipment / Taking of delivery

7.1 Unless otherwise agreed in writing, delivery shall be Ex Works Incoterms 2010, and in the case of delivery to be collected or sent, the goods shall travel at the risk and expense of the customer.

7.2 If shipment is delayed with respect to the agreed date at the customer`s request or due to the customer's fault compared to the agreed date, we shall store the goods at the customer's expense and risk. Clause 5.4 para. 2 shall apply accordingly in this respect.
In this case, the notification of readiness for dispatch shall be deemed equivalent to dispatch.

7.3 If the shipment is delayed because we exercise our right of retention as a result of the customer's total or partial default of payment, or for any other reason for which the customer is responsible, the risk shall pass to the customer no later than the date of dispatch of the notification of readiness for shipment and/or performance to the customer.

8. Notice of defects / Breach of duty in the form of poor performance due to material defects ("warranty"), return of goods

8.1 The customer shall notify us in writing or in text form of obvious material defects immediately, but no later than 12 calendar days after collection of the goods in the case of delivery ex works or storage location, otherwise within the aforementioned period after delivery, and of hidden material defects immediately after their discovery, the latter no later than within the warranty limitation period pursuant to Section 8.6. A notice of defect not given in due time or form shall exclude any claim of the customer arising from breach of duty due to material defects. This shall not apply in the event of wilful, grossly negligent or fraudulent conduct on our part, in the event of injury to body, life or health or in the event of the assumption of a guarantee of freedom from defects or a procurement risk in accordance with § 276 BGB (German Civil Code) within the meaning of No. 4.7 or other legally binding liability cases and in the event of a recourse claim in the supply chain (§ 478 BGB).

8.2 In addition, any defects of quality identifiable upon delivery must be notified to the delivering transport company and the written or textual recording of the defects by the latter on site must be arranged for by the customer. Failure to give notice of defects to the delivering transport company in due time or form shall exclude any claim of the customer for breach of duty due to material defects. This shall not apply in the event of fraudulent, intentional or grossly negligent action on our part, in the event of injury to body, life or health, or assumption of a procurement risk in accordance with § 276 BGB (German Civil Code) within the meaning of No. 4.6, a guarantee of freedom from defects, or liability in accordance with a legally binding liability circumstance and in the event of a recourse claim in the supply chain (§ 478 BGB).

Insofar as quantity and weight defects were already recognisable at the time of delivery in accordance with the above inspection obligations, the customer must complain about these defects upon receipt of the products to the delivering transport company and have the complaint certified in writing or in text form. A complaint not made to the transport company in due time or a certification by the transport company not in due form also excludes any claim of the customer in this respect from breach of duty due to material defects. This shall not apply in the event of malicious, intentional, grossly negligent conduct on our part, in the event of injury to body, life or health or the assumption of a guarantee of freedom from defects, the assumption of a procurement risk in accordance with § 276 BGB (German Civil Code) in the sense of No. 4.7 or in the event of liability due to a legally binding liability circumstance and in the event of a recourse claim in the supply chain (§ 478 BGB).

8.3 It is the customer's responsibility to clarify, prior to the commencement of any of the aforementioned activities or any other use of the products supplied by us, by means of appropriate tests in terms of scope and methods, whether the products supplied are suitable for the purposes for which they are intended.

8.4 *The customer must give notice in writing or in text form immediately of any other breach of duty by us, setting a reasonable time limit for remedy, before asserting any further rights, otherwise this shall cause the customer to forfeit the rights resulting herefrom.* This shall not apply in the case of an intentional, grossly negligent or fraudulent act by us, in the event of injury to body, life or health, or the assumption of a guarantee or a procurement risk pursuant to Section 276 BGB within the meaning of para. 4.7 or a compulsory statutory basis for liability.

8.5 We shall remedy any defects for which the customer himself is responsible, and eliminate any unjustified complaints on behalf of and at the expense of the customer, if the customer is a merchant within the meaning of the HGB (German Commercial Code), without a separate order having to be placed by the customer.

8.6 Unless explicitly agreed otherwise, the period of limitation for claims arising from breach of duty due to poor performance in the form of material defects shall be 12 months, starting on the day of transfer of risk (see para. 7.3), or, in the event of refusal by the customer to accept or take delivery, from the time of notification of readiness for acceptance of the goods. This shall not apply to damage claims resulting from a guarantee, from the assumption of a procurement risk within the meaning of Section 276 BGB, claims for injury to body, life or health, a fraudulent, intentional, grossly negligent act, or if, in the cases of Section 478 BGB (recourse in the supply chain), Section 438 (1) No. 2 (buildings and objects for buildings), and Section 634a (1) No. 2 BGB (building defects), or otherwise a longer limitation period is mandatory by law. A reversal in the burden of proof is not connected to the aforesaid provision.

8.7 Further claims of the customer due to or in connection with defects or consequential damages, for whatever reason, shall only exist in accordance with the provisions in Section 11.

8.8 Our warranty (claims arising from breach of duty due to poor performance in the case of material defects) and the resulting liability is excluded, unless defects and associated damage are demonstrably due to faulty material, faulty design, or faulty execution, or faulty production materials, or, if owed, faulty instructions for use. In particular, the warranty and the resulting liability due to breach of duty due to poor performance is excluded for the consequences of incorrect use of the delivery item, unsuitable storage conditions of the same, and the consequences of chemical, electromagnetic, mechanical or electrolytic influences on the delivery item which are not inherent in the contract. The foregoing shall not apply in the event of fraudulent, grossly negligent or intentional action on our part, or injury to body, life or health, the assumption of a guarantee, a procurement risk in accordance with § 276 BGB (German Civil Code) within the meaning of No. 4.7 and or liability in accordance with a legally binding liability situation.

Any warranty and liability shall be excluded if the customer does not observe the technical regulations or instructions for use stipulated by us in accordance with the contract concluded or our technical regulations or instructions for use specified in this respect, that the goods have not been properly installed and/or put into operation in a faultless manner, insofar as the defect is based thereon.

8.9 Warranty claims shall not exist in the event of insignificant (i.e. barely visible/ barely perceptible) deviations from the agreed or customary quality or usability.

8.10 We do not assume any warranty according to § 478BGB (recourse in the supply chain - supplier recourse) if the customer has treated or processed or otherwise changed the products delivered by us under the contract, unless this is in accordance with the contractually agreed purpose of the products.

8.11 The return of products is permitted solely *if an RMA number, which must be obtained from us beforehand, is indicated. Unannounced returns without an RMA number will not be accepted and will be returned to the customer at his expense.*

9. Prices / Payment terms / Objection of uncertainty

9.1 All prices are generally quoted in EURO net, excluding sea or air transport packaging, freight, postage and, if transport insurance has been agreed, insurance costs, but including loading, plus value added tax to be borne by the customer (if applicable by law) in the respective legally prescribed amount when payment is due, ex works or warehouse, plus any country-specific taxes for delivery to countries other than the Federal Republic of Germany, as well as plus customs and other fees and public charges for the delivery/service.

9.2 Insofar as taxes or duties are incurred by the customer or by us on the service provided by us (withholding tax), the customer shall exempt us from these taxes and duties.

9.3 All payments are to be made without any deduction free our bank account on the agreed dates. The customer is in default of payment upon receipt of the first reminder or without reminder 30 days after the due date and receipt of an invoice in accordance with § 286 para. 3 BGB.

9.4 Unless otherwise agreed, services which are not part of the agreed scope of delivery shall be performed by us on the basis of our currently valid general price lists for such services.

9.5 We shall be entitled to increase the remuneration unilaterally in the event of an increase in material production and/or material and/or product procurement costs, wage and ancillary wage costs, service costs, social security contributions, energy costs and costs due to environmental regulations and/or currency regulations and/or changes in customs duties and/or freight rates and/or public charges if these directly or indirectly influence the goods production or procurement costs or costs of our contractually agreed services and if there are more than 4 months between conclusion of the contract and delivery. An increase in the aforementioned sense is excluded if the cost increase for individual or all of the aforementioned factors is offset by a cost reduction for other of the aforementioned factors in relation to the total cost burden for the delivery (netting). If the aforementioned cost factors are reduced without the cost reduction being offset by an increase in other of the aforementioned cost factors, the cost reduction shall be passed on to the customer within the scope of a price reduction.

If the new price based on our right to adjust prices as stated above is 20% or higher than the original price, the customer shall have the right to rescind contracts not yet executed in full with respect to that part of the contract not yet fulfilled. The customer can, however, assert this right only immediately after notification of the increased price.

9.6 If, by way of exception, we bear the freight costs in accordance with the contract, the customer shall bear the additional costs resulting from increases in freight rates after conclusion of the contract.

9.7 Agreed payment periods run from the date of delivery.

9.8 In the case of an agreed bank transfer, the date of payment shall be the date on which the money is received by us or credited to our account or to the account of the paying agent specified by us.

9.9 *A delay in payment by the customer shall cause all payment claims arising from the business relationship with the customer to become due immediately. Irrespective of deferral agreements, bill of exchange run and instalment payment agreements, in this case all liabilities of the customer to us are due for payment without delay.*

9.10 The customer shall only have a right of retention or set-off with respect to such counterclaims that are not disputed or have been legally established. This applies accordingly if the counterclaim to be set off is in synallagma (i.e. in the reciprocal relationship between two services in the contract concluded with us) with our claim.

9.11 A right of retention can only be exercised by the customer to the extent that his counterclaim is based on the same contractual relationship.

9.12 Incoming payments will first be used to settle the costs, then the interest and finally the main claims according to their age. Any provision of the customer to the contrary in the payment is irrelevant.

9.13 For the timeliness of the payment, no matter by what means it is made, only the date of booking on our account is decisive. In the case of payments by cheque, the day of the value date is decisive. Payments by the customer must be made in our favour free of postage and charges.

10. Retention of title, attachment

10.1 We retain title to all goods delivered by us (hereinafter referred to collectively as "reserved goods") until all our claims arising from the business relationship with the customer, including future claims arising from contracts concluded at a later date, have been settled. This also applies to a balance in our favour if individual or all of our claims are included in a current invoice (current account) and the balance has been struck.

10.2 The customer shall insure the reserved goods sufficiently, in particular against fire and theft. Claims against the insurance company arising from a case of damage to the reserved goods are hereby assigned to us in the amount of the value of the reserved goods.

10.3 The customer is entitled to resell the delivered products in the ordinary course of business. He is not permitted to make other dispositions, in particular pledging or granting of security ownership. If the goods subject to retention of title are not immediately paid for by the third party purchaser upon resale, the customer is obliged to resell only under retention of title. The right to resell the reserved goods shall automatically lapse if the customer ceases payment or defaults on payment to us.

10.4 The customer hereby assigns to us all claims, including securities and ancillary rights, which accrue to him from or in connection with the resale of goods subject to retention of title against the end customer or against third parties. He may not make any agreement with his customers which exclude or impair our rights in any way or which nullify the advance assignment of the claim. In the event of the sale of goods subject to retention of title with other items, the claim against the third party purchaser shall be deemed assigned in the amount of the delivery price agreed between us and the customer, unless the amounts attributable to the individual goods can be determined from the invoice.

10.5 The customer remains entitled to include the claim assigned to us until revocation by us, which is permissible at any time. At our request, he shall be obliged to provide us immediately with all information and documents necessary for the collection of assigned claims and, unless we do so ourselves, to inform his customers immediately of the assignment to us.

10.6 If the customer includes claims from the resale of reserved goods in a current account relationship existing with his customers, he hereby assigns to us a recognized final balance in his favour in the amount of the sum corresponding to the total amount of the claim from the resale of our reserved goods included in the current account relationship

10.7 If the customer has already assigned claims arising from the resale of the products delivered or to be delivered by us to third parties, in particular on the basis of real or unreal factoring, or has entered into other agreements on the basis of which our current or future security interests pursuant to Section 10 may be impaired, the customer shall notify us of this without delay. In the event of fake factoring, we shall be entitled to withdraw from the contract and demand the return of products already delivered. The same shall apply in the case of genuine factoring if the Customer cannot freely dispose of the purchase price of the claim under the contract with the factor.

10.8 In the event of any breach of contract for which the Customer is responsible, in particular in the event of default in payment, we shall be entitled to take back all reserved goods after withdrawal from the contract. In this case the customer is obliged to surrender the goods without further ado. In order to determine the stock of the goods delivered by us, we may enter the business premises of the customer at any time during normal business hours. Taking back the reserved goods shall only constitute a withdrawal from the contract if we expressly declare this in writing or if mandatory legal provisions provide for this. The customer must inform us immediately in writing of all access by third parties to goods subject to retention of title or claims assigned to us.

10.9 If the value of the securities existing for us in accordance with the above provisions exceeds the secured claims by more

than 10% in total, we are obliged to release securities of our choice at the customer's request.

10.10 Processing and handling of the reserved goods shall be carried out for us as manufacturer, without, however, obligating us. If the reserved goods are processed or inseparably combined with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the net invoice amount of our goods to the net invoice amounts of the other processed or combined items. If our goods are combined with other movable objects to form a uniform object, which is to be regarded as the main object, the customer hereby assigns to us the co-ownership in the same proportion. The customer shall keep the property or co-ownership in safekeeping for us free of charge. The rights of co-ownership arising from this shall be deemed to be reserved goods. At our request, the customer is obliged at any time to provide us with the information required to pursue our ownership or co-ownership rights.

10.11 If, in the case of deliveries to foreign countries, certain measures and/or declarations are required on the part of the customer in the importing country in order for the above-mentioned reservation of title or the other rights described there to become effective, the customer must notify us of this in writing or in text form and must carry out or make such measures and/or declarations immediately at his own expense. We shall cooperate in this to the necessary extent.

10.12 In the event of attachments or other interventions by third parties, the customer must notify us immediately in writing so that we can take legal action in accordance with § 771 ZPO (German Code of Civil Procedure). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO, the customer shall be liable to us for the loss incurred by us.

11. Exclusion / Limitation of liability

11.1 Subject to the following exceptions, we shall *not* be liable, in particular not for claims of the customer for damages or reimbursement of expenses - irrespective of the legal grounds - in the event of a breach of obligations arising from the contractual relationship.

11.2 The above exclusion of liability according to clause 11.1 shall not apply:

- for own intentional or grossly negligent breach of duty and intentional or grossly negligent breach of duty by legal representatives or vicarious agents;

- for the breach of material contractual obligations; "Material contractual obligations" are those whose fulfilment characterises the contract and on which the customer may rely.

-in case of injury to body, life and health also by legal representatives or vicarious agents;

- insofar as we have assumed the guarantee for the quality of our goods or the existence of a performance success, or a procurement risk according to § 276 BGB (German Civil Code) in the sense of No. 4.7;

- in the case of liability according to legally binding liability statutes, in particular according to the Product Liability Act.

11.3 In the event that we or our vicarious agents are only guilty of slight negligence and there is no case of the above item 11.2, there 3, 4 and 5 indent, we shall be liable, even in the event of a breach of material contractual obligations, only for the foreseeable damage typical of the contract.

11.4 Our liability is limited to a maximum liability amount of EUR 1,000,000.00 for each individual case of damage. This does not apply if we are charged with malice, intent or gross negligence, for claims due to injury to body, life or health as well as in the case of a claim based on a tortious act or on an expressly assumed guarantee or the assumption of a procurement risk in accordance with § 276 BGB (German Civil Code) in the sense of item 4.7 or in cases of legally mandatory deviating higher liability sums. Any further liability is excluded.

11.5 The exclusions or limitations of liability pursuant to the above clauses 11.1 to 11.4 and clause 11.6 shall apply to the same extent in favour of our executive bodies, our executive and non-executive employees and other vicarious agents and our subcontractors.

11.6 Customer claims for damages arising from this contractual relationship may only be asserted within a preclusive period of one year from the start of the statutory limitation period. This shall not apply if we are guilty of intent or gross negligence, for claims due to injury to body, life or health, as well as in the event of a claim based on a tortious act or an expressly assumed guarantee or the assumption of a procurement risk in accordance with § 276 BGB (German Civil Code) in the sense of item 4.7, or in the event that a longer period of limitation is mandatory by law.

11.7 A reversal of the burden of proof is not associated with the above provisions.

12. Place of performance / Place of jurisdiction / Applicable law

12.1 The place of performance for all contractual obligations shall be the registered office of our company, with the exception of the case of assumption of a debt to be discharged at the place of performance or other agreement. The place of payment for the customer is the registered office of our company.

12.2 Exclusive place of jurisdiction for all disputes is - insofar as the customer is a merchant in the sense of the German Commercial Code - the registered office of our company.

12.3 The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the customer and us, in particular excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

13. Industrial, property rights, licences

13.1 Unless otherwise agreed, we shall only be obliged to deliver in the Federal Republic of Germany free of industrial property rights and copyrights of third parties.

If a third party asserts justified claims due to the infringement of industrial property rights by products delivered by us to the customer, we shall be liable to the customer within the time limit specified in clause 8.6 as follows:

- We shall, at our option, first attempt to obtain a right of use for the deliveries concerned at our expense, or modify the delivery item in such a way that the property right is not infringed, or replace it, provided that the contractually agreed properties are observed. If we are able to do so, or if we refuse to do so, the customer shall be entitled to his statutory rights, which shall, however, be determined by the contract and these General Terms of Delivery and Order.

- The customer shall only be entitled to rights against us in the event of an infringement of industrial property rights by our delivery items if he informs us immediately in writing or in text form about the claims asserted by third parties, does not acknowledge an infringement and all defensive measures and settlement negotiations are reserved to us.

- If the customer ceases to use the products in order to minimise damages or for other important reasons, he is obliged to inform the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.

- If the customer is sued by third parties for infringement of property rights as a result of the use of the products supplied by us, the customer undertakes to inform us of this immediately and to give us the opportunity to participate in any legal dispute. The customer shall support us in every way in the conduct of such legal dispute. The customer must refrain from actions which could impair our legal position.

13.2 Claims of the customer are excluded if he is responsible for the infringement of property rights. Claims of the customer are also excluded if the infringement of the property right is caused by special specifications of the customer, by an application not foreseeable by us, or by the fact that the products are modified by the customer or used together with products not supplied by us which do not correspond to the intended use, insofar as the infringement of the property right is based on this.

13.3 The customer shall be granted the right to use the services in accordance with the contract if he duly fulfils his contractual obligations.

All copyrights, patents or other industrial property rights shall remain with us, unless expressly agreed otherwise. Insofar as inventions capable of being protected by industrial property rights are created by us in the course of the execution of the contract, we shall grant the customer a non-exclusive and non-transferable right of use on economically preferred terms. The customer's right to receive all rights relating to the invention in the event that the invention is a main contractual obligation on our part remains unaffected.

14. Export control / Product approval / Import regulations

14.1 Unless otherwise agreed with the customer, the goods to be delivered by contract are only intended for the first placing on the market within the Federal Republic of Germany or, in the case of delivery outside the Federal Republic of Germany, to the agreed country of first delivery *(country of first delivery)*.

14.2 The customer is obliged to ensure that, before the goods are brought into a country other than the country of first delivery agreed with us, the customer obtains the necessary import and export permits, in particular from the EU and the USA as well as the ASEAN and EU countries, national product approvals or product registrations and that the requirements for the provision of user information in the national language and all import regulations under the national law of the country concerned are met.

14.3 In particular, the customer shall check and guarantee, and shall prove to us upon request, that

- the surrendered products are not intended for use in the field of armaments, nuclear technology or weapons;

- no companies and persons named in the U.S. Denied Persons List (DPL) are supplied with U.S. originating goods, U.S. software and U.S. technology;

- no companies and persons named in the US Warning List, US Entity List or US Specially Designated Nationals List are supplied with products of US origin without the relevant approval;

- no companies and persons named in the list of Specially Designated Terrorists, Foreign Terrorist Organizations, Specially Designated Global Terrorists or the EU Terrorist List or other relevant negative lists for export control are supplied;

- no military recipients are supplied with the products delivered by us;

- no consignees are supplied where there is a violation of other export control regulations, in particular those of the EU or ASEAN countries;

- all early warning notices issued by the competent German or national authorities of the respective country of origin and the first country of delivery of the delivery are observed.

14.4 Access to, use and export of goods delivered by us may only take place if the above-mentioned checks and safeguards have been carried out by the customer; otherwise the customer must refrain from the intended export and we are not obliged to perform.

14.5 If the goods delivered by us are passed on to third parties, the customer undertakes to obligate these third parties in the same way as in clauses 14.1-14.4 and to inform them of the necessity of complying with such legal provisions.

14.6 In the event of agreed delivery outside the Federal Republic of Germany, the customer shall ensure at its own expense that all national import regulations of the country of first delivery are fulfilled with regard to the goods to be delivered by us.

14.7 The customer shall indemnify us against all damages and expenses resulting from the culpable violation of the above obligations pursuant to clauses 14.1-14.7.

15. Opening of insolvency proceedings / Incoterms / Written form / Severability clause

15.1 An application for the opening of insolvency proceedings on the part of the customer or the customer's suspension of payment not based on rights of retention or other rights despite a warning shall entitle us to withdraw from the contract at any time if the customer is in a state of breach of duty towards us at that time, provided that the customer is in breach of a contractual obligation at that time or to make the fulfilment of the contract dependent on the prior fulfilment of the payment obligation. In the case of continuous obligations, we are entitled to terminate the contract without notice instead of withdrawing from it. § 314 BGB remains unaffected. If the delivery of the object of sale or our service has already taken place, the consideration in the aforementioned cases shall be due immediately. We are also entitled to demand the return of the object of sale in the aforementioned cases and to retain it until the purchase price has been paid in full.

15.2 Insofar as commercial clauses are agreed in accordance with the International Commercial Terms (INCOTERMS), the INCOTERMS in the version applicable at the time of conclusion of the contract shall apply.

15.3 All agreements, collateral agreements, assurances and amendments to the contract must be in writing. This shall also apply to the waiver of the written form agreement itself. The precedence of the individual agreement in written, textual or oral form (§ 305b BGB) remains unaffected.

15.4 Should a provision of this contract be or become invalid/void or unenforceable in whole or in part for reasons of the law of the General Terms and Conditions of Business according to §§ 305 to 310 BGB, the statutory regulations shall apply.

Should a present or future provision of the contract be or become invalid/void or unenforceable in whole or in part for reasons other than the provisions concerning the law of the General Terms and Conditions of Business according to §§ 305 to 310 BGB, the validity of the remaining provisions of this contract shall not be affected by this, unless the execution of the contract - also taking into account the following provisions - would represent an unreasonable hardship (§ 306 III BGB) for one of the parties. The same shall apply if a gap requiring supplementation arises after conclusion of the contract.

Contrary to a possible principle according to which a salvatory preservation clause should in principle only reverse the burden of proof, the validity of the remaining contractual provisions should be maintained under all circumstances and thus § 139 BGB should be waived in its entirety.

The parties shall replace the invalid/void/unenforceable provision or gap to be filled by a valid provision which corresponds in its legal and economic content to the invalid/void/unenforceable provision and the overall purpose of the contract. § 139 BGB (partial invalidity) is expressly excluded. If the invalidity of a provision is based on a measure of performance or time (deadline or date) specified therein, the provision shall be agreed to a legally permissible measure that comes closest to the original measure.

Note:
In accordance with the provisions of the Federal Data Protection Act and the EU Data Protection Basic Regulation, we would like to point out that the contract is processed in our company by means of an IT system and that we also store the data received on the basis of the business relationship with the customer in this connection.

Leer (Germany), April 2020