

General Terms and Conditions of Purchase

Sec. 1 Scope of application, general information

- (1) These Terms and Conditions of Purchase shall exclusively apply to all, even future, agreements governing shipments and other performances including contracts for services. Any contrary or deviating terms by the Contractor are hereby expressly disputed. They shall not even become part of the agreement if they are not expressly disputed again at the time they are received, if the shipment was accepted without reservation but with knowledge of the contrary or deviating terms of the Contractor, or if the shipment was paid.
- (2) The Terms and Conditions of Purchase shall only apply to entrepreneurs within the meaning of Sec. 14 of the German Commercial Code (BGB).

Sec. 2 Offer

- (1) The Principal shall not be charged for any offers prepared by the Contractor for the Principal.
- (2) The Contractor is advised to adhere exactly to the specifications and the wording of the Principal's inquiry in its offer. In the event of a deviation, the Contractor shall make an expressed written reference.
- (3) Prior to submitting its offer, the Contractor shall furthermore be required to clarify any ambiguities with regard to the requested service or respectively the manner, quality, and type of the performance.

Sec. 3 Acceptance

- (1) Offers shall not become binding until the Principal has placed its order. The order therefore constitutes the acceptance. The offer may also be accepted by way of an electronic data transmission.
- (2) The Contractor shall inform the Principal in writing of any changes or respective expansions of the scope of delivery/performance that are found to be necessary during the performance of the order

as soon as they become known. They require the Principal's written consent.

Sec. 4 Quality, performance

- (1) The offer must include any specifications required by the Principal, comply with the currently accepted state-of-the-art technology, and take into account the respectively valid legal and administrative regulations as well as the Principal's operating rules and regulations.
- (2) If the Principal provided the Contractor with a sample when submitting its query, and if the offer and the order are based on this sample, the characteristics of the sample shall be deemed as guaranteed characteristics. The same shall apply if the Principal provided the Contractor with a sample and if the Contractor accepted this sample as authoritative for the order.
- (3) The Contractor shall be strictly prohibited from using pathogenic materials.

Sec. 5 Delivery

- (1) The agreed-upon dates of delivery or performance shall be binding for the Contractor.
- (2) Deliveries prior to the agreed-upon delivery dates may be rejected by the Principal or stored at the Contractor's expense until the agreed-upon delivery date.
- (3) In general, the Contractor may only make partial deliveries/provide partial performance upon having obtained the Principal's expressed prior consent.
- (4) In the event the Contractor's delivery is delayed, the Principal shall be entitled to charge lump-sum damages in the amount of 0.5%, but not to exceed 5%, of the total delivery value/order value for each completed week calculated from the date of the agreed-upon delivery. The Contractor shall have the right to show that the actually incurred damages are lower. Alternatively, the Principal may assert the damages that were, in fact, incurred due to the delay. Any additional legal claims of the

Principal such as the withdrawal from the agreement shall not be affected by this.

- (5) In the event of force majeure, the Principal shall be entitled to demand delivery/performance at a later date. If the force majeure event persists for longer than six months, the Principal shall be entitled to withdraw from parts the entire agreement.

Sec. 6 Prices, invoicing

The agreed-upon prices shall be deemed as fixed.

Sec. 7 Shipping, packaging

- (1) Unless otherwise agreed upon, shipping shall be performed on the account and at the risk of the Contractor.
- (2) If the shipment involves hazardous materials within the meaning of the German Ordinance on Hazardous Substances (GefStoffV), the Principal shall be provided with all product information, in particular the safety data sheets (Sec. 4 GefStoffV), in a timely manner, but at the latest two days prior to the transport, without being asked. The same shall apply for information about marketing restrictions required by law. The Contractor shall furthermore warrant that all legal regulations and ordinances including packaging requirements relating to the goods to be delivered are adhered to and that in particular the shippers comply with the provisions of the laws and ordinances governing hazardous substances.
- (3) The Contractor shall furthermore bear the packaging costs. The Contractor shall select suitable packaging. The packaging shall be designed in such a way that transport damage caused by inadequate packaging is impossible.

Sec. 8 Transfer of risk

Risk is not transferred to the Principal until the Principal has taken delivery of the shipment and/or the Principal has accepted the service.

Sec. 9 Payment

- (1) Unless otherwise agreed upon, payment shall be rendered within 14 days and the deduction of a 3% discount on the agreed-upon price. The Principal shall, however, be entitled as well to pay the invoiced amount without the deduction of a discount within 30 calendar days upon delivery in full and free from defects.

- (2) The payment and discount period shall begin on the date the invoice is received, but not prior to the delivery of the goods and, in the event of work to be performed, not prior to their acceptance.
- (3) Rendered payment shall specifically not be deemed an acceptance of the accounting. The accounting shall be subject to a final verification.
- (4) The Principal shall be entitled to offsetting and retention rights within the legally permitted scope.

Sec. 10 Notice of defect

- (1) Once delivery has been made, the Principal shall check the shipment for any defects to the reasonable and technically feasible extent within the legally permitted period. In the event of a defect, the Contractor shall be informed of the same within the statutory time limit. The notice of defect may be submitted to the Contractor by mail, fax, email, or phone.
- (2) The notice period shall begin on the date on which the Principal or, in the case of a third-party transaction, its customer noticed or should have noticed the defect.
- (3) In the case of a short delivery, failure to send a notice of defect shall only result in the loss of a claim to an additional delivery. The Principal shall not, under any circumstances, be required to pay for quantity shortfalls.

Sec. 11 Warranty

- (1) The Principal shall be entitled to the statutory warranty and damage claims in full.
- (2) The Contractor's rectification of defect shall be deemed as failed after the first unsuccessful attempt. The Principal's right to damages, in particular the right to damages due to nonfulfilment, shall be specifically reserved.

Sec. 12 Product liability

- (1) If the Contractor is responsible for damage to the product, it shall be required to indemnify the Principal from any third-party claims upon first request.
- (2) Within the context of the liability pertaining to damaged product, the Contractor shall furthermore be required to reimburse expenses

pursuant to Sec. 683 and Sec. 670 of the German Civil Code (BGB) as well as Sec. 830, Sec. 840, and Sec. 426 BGB that result from or in connection with a recall performed by the Principal. The Principal shall inform the Contractor of the content and scope of the recall measures to be performed within what is possible and reasonable and shall provide the Contractor with an opportunity to respond.

- (3) The Contractor undertakes to maintain product liability insurance pursuant to Sec. 16 (1). Any further claims for damages that the Principal may have shall not be affected.

Sec. 13 Retention of title

- (1) The Principal expressly reserves its property rights relating to all tools, parts, materials, or pre-products provided to the Contractor for the performance of the order placed with the Contractor.
- (2) Any goods that were paid for by the Principal but that were returned to the Contractor due to a breach of contract or a defect shall remain the Principal's property until fulfilment in full of the payment claims associated with the reversal of the purchase agreement. The Contractor shall not be entitled to pledge the paid goods or use them as security.

Sec. 14 Withdrawal

- (1) The Principal shall be entitled to the legal rights of withdrawal.
- (2) Should the Principal withdraw from the agreement on the basis of the above rights of withdrawal, the Contractor shall reimburse the Principal for the resulting damages unless the Contractor is not responsible for the arising of the rights of withdrawal.

Sec. 15 Assignment prohibition

Assignments as well as other transfers of rights and obligations of the Contractor outside of the scope of application of Sec. 354a of the German Commercial Code (HGB) are generally not permitted pursuant to Sec. 399 case 2 BGB. Should the Contractor wish to deviate from this, the respective assignments and/or transfers of rights and obligations shall require the expressed written consent of the Principal to be legally valid.

Sec. 16 Obligation to obtain insurance coverage

The Contractor undertakes to obtain insurance coverage for the duration of the agreement including the guarantee and warranty periods in the form of a respective liability insurance (commercial and product liability insurance) at customary terms, but with a minimum coverage of EUR 5 million for each case of personal injury/property damage and consequential property damage. Lower coverages are generally not permitted but may, in the individual case, be coordinated with the Principal. Should the Principal be entitled to further claims for damages, these shall remain unaffected.

Sec. 17 Subcontractors, workers from non-EU countries

- (1) The use of subcontractors requires the prior written approval of the Principal.
- (2) In case the Contractor or its subcontractors use workers from non-EU countries, the Contractor shall, without having to be requested to do so, provide Principal with the respective work permits at the latest three weeks prior to the start of work. If this is not done in spite of a respective grace period, the Principal shall be entitled to withdraw from the agreement or demand damages for nonfulfilment.

Sec. 18 Confidentiality

- (1) The Contractor undertakes to treat all images, drawings, calculations, and other records and information received from the Principal for the purpose of the execution or performance of the placed order as strictly confidential. The confidentiality requirement shall survive the conclusion of the contractual relationship.
- (2) The images, drawings, calculations, and other records provided to the Contractor shall remain the Principal's property. The Contractor shall not be permitted to make them accessible to third parties. Subcontractors or experts that the Contractor uses for the performance of the placed order shall not be considered third parties. They shall, however, equally undertake to treat the records made available to them as confidential.
- (3) Only the Principal shall be entitled to the rights of use relating to all images, drawings, calculations, analysis methods, formulations, and other records that are created or developed over the course of the contractual performance.

Sec. 19 Intellectual Property rights

The Contractor shall bear the liability vis-a-vis the Principal that the delivery and use of the delivered objects and/or the produced works do not infringe any third-party patents or intellectual property rights. The Contractor undertakes to hold the Principal harmless upon first request from any third-party claims based on an infringement of these rights and to indemnify the Principal in all other regards as well. This indemnification obligation shall pertain to all expenses that the Principal necessarily incurs because it is held responsible by a third party.

Sec. 20 Weights and quantities

If the weight or the quantity of a received shipment deviates from the contractually agreed-upon weight or shipment, the weight/quantity determined by the Principal in the notification of receipt shall apply, unless the Contractor can show that the weight/quantity it is charging was determined as correct on the basis of a customary and generally accepted method.

Sec. 21 Declarations of origin

Should the Contractor issue declarations regarding the origin of the goods delivered by the Contractor, or should the Contractor be obligated to do so, the Contractor shall be required to facilitate a verification of the information provided by the competent department of the customs administration or other government agencies, provide the necessary information, and submit the required certificates.

Sec. 22 Place of jurisdiction

If the Contractor is an entrepreneur within the meaning of the German Commercial Code, a legal person under public law or a special asset under public law, or if the Contractor does not have a general place of jurisdiction in Germany, the seat of the Principal shall constitute the exclusive place of jurisdiction for all disputes arising either directly or indirectly from the contractual relationship. In deviation from this, the Principal shall be entitled to assert its claims before the court that has jurisdiction at the Contractor's seat.

Sec. 23 Contract language, applicable law

- (1) The contract language is German.
- (2) The Principal and the Contractor hereby expressly agree on the application of German law with the exclusion of the law of conflicts and

the
"United Nations Convention on Contracts for the International Sale of Goods (CISG)" and/or any laws or treaties replacing it.

- (3) Customary business terms such as the INCOTERMS shall apply in the version valid at the time the agreement is concluded.

Sec. 24 Severability clause

Should individual provisions or parts of provisions of these General Terms and Conditions of Purchase be found to be invalid or impracticable, the validity of the remaining provisions or sub-provisions shall remain unaffected.