

General Terms and Conditions (GTC)

§ 1 Scope of the provisions

- (1) These terms and conditions for sales issued by Feuerherdt GmbH, Motzener Straße 26 b, 12277 Berlin, HRB 31 375 / AG Charlottenburg (subsequently „FEUERHERDT“) apply solely to companies, legal persons under public law or public assets as established by § 310 section 1 BGB (subsequently the „client“). We accept and recognize the validity of terms and conditions provided by the client and which conflict with or differ to these established here only and exclusively upon the provision of our express written consent.
- (2) These terms and conditions for sales also apply to all future commercial operations with the client in as much as they apply to legal transactions of a related nature.

§ 2 Quotes, conclusion of the contract

- (1) Our quotes are subject to change. All the documents sent within the scope of our offer (such as diagrams, pictures and description) are only approximately authoritative and are provided merely for the purposes of exemplification unless it has been expressly stated that they are binding or a specific acceptance period is contained.
- (2) A client purchase order is a binding quote. We can accept this quote within two weeks by dispatching confirmation of order (also in written form e.g. e-mail or fax) or by dispatching the goods ordered to the delivery address of the client.
- (3) The purchase order must include complete and clear ordering information (amount, article identification). We do not accept any liability following the provision of imprecise or contradictory information. Any extra costs incurred arising from the provision of such information are to be borne by the client.
- (4) Cancellation of the purchase order by the client requires the written form (e.g. e-mail, fax) and must be issued before acceptance of the quote by FEUERHERDT in accordance with section 2. Cancellation after acceptance of the offer is only possible with the assent of FEUERHERDT. Any costs arising from the purchase order are to be borne by the client.
- (5) All documents delivered to the client upon the placing of an order (e.g. calculations diagrams etc.) remain the sole property of FEUERHERDT (including copyright). We also retain copyright of these documents. These documents may not be made available to any third parties, unless we provide the client with express written permission to do so. As far as we do not accept the quote from the client within the deadline established in section 2, these documents are to be returned to us without delay.

§ 3 Prices and payment

- (1) Our prices are quoted as net prices in EUROS excluding VAT. Our prices are ex works prices for the scope of services and delivery listed in the order confirmation plus packing, as far as the order confirmation does not indicate anything to the contrary.
- (2) The client's order is a binding offer. We can accept this offer within two weeks of either by sending an order confirmation (also in text form, e.g. e-mail, fax) or by dispatching the ordered goods to the client's delivery address.
- (3) The order must contain complete and clear order information (quantity, article description). We assume no liability for inaccurate or contradicting information. The client must bear the resulting additional costs.
- (4) If no fixed price agreement has been made and the delivery has to be scheduled more than four months after the conclusion of the contract, the FEUERHERDT list prices valid at the time of delivery will apply.
- (5) If payment is arranged in a foreign currency, all costs arising from changes in the rate of exchange are to be borne by the client.
- (6) Packaging and freight costs will also be billed. Loaned, returnable packaging and loaned pallets remain the sole property of FEUERHERDT and are to be returned in faultless condition with the next delivery. If the packaging is not returned within a month of delivery, we will place an invoice for the cost price.
- (7) The client undertakes to pay the remuneration that has been contractually agreed within fourteen days of receipt of the invoice without any deductions. Payment shall be made by remittance to one of our bank accounts given below. Any differing methods of payment or differing payment dates are subject to special agreement.
- (8) The client shall be in default if he fails to make payment by the agreed date, without any reminder being required in such a case, we have the right - without prejudice to other statutory claims - to require default interest at a rate of 9 percentage points above the applicable basis interest rate of the European Central Bank p.a., without any reminder being required.
- (9) For new clients, only prepayment or cash on delivery is agreed as the payment method.
- (10) In the case of delayed payment or breach of duty on the part of the client, all claims made by FEUERHERDT are due immediately, even if a delay in payment or other form of later due date has been arranged. This also applies to cases in which the client ceases payments; if FEUERHERDT receives information which indicates considerable and well-founded doubts relating to the client's creditworthiness or if insolvency proceedings are opened regarding his assets.
- (11) Bills of exchange and cheques will only be accepted as payment in exceptional cases following separate and prior arrangement. In such cases, these will only be accepted if they are discountable with a duration of max. 90 days. Costs and expenses are to be borne by the client.

§ 4 Set-off

Offsetting against counterclaims by the client or withholding payments due to such claims is only permitted if the counterclaims are undisputed or have been legally established or derive from the same order under which the delivery in question is made.

§ 5 Delivery and delivery time

- (1) Deadlines and dates for deliveries and services indicated by FEUERHERDT are always approximate, unless a fixed period or date has been expressly promised or agreed. If a mail order sale has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport. If we fail to meet an agreed delivery date, the buyer must set us a reasonable deadline, which in no case may be less than two weeks.
- (2) The start of the delivery-date as indicated by FEUERHERDT assumes the punctual and correct completion of all client obligations. We reserve the right to make the objection of a non-fulfilled contract.
- (3) If the delivery is delayed following the onset of unavertable events (e.g. disruptions in operation, intervention by authorities, material shortages, industrial action, pandemics, epidemics etc.), the delivery time will be extended by an appropriate period. This grace period must not be less than two weeks. If the same reasons make delivery impossible, we are released from the obligation to deliver, if the impossibility is based on a circumstance for which FEUERHERDT is not responsible. The client will be informed immediately. If it is the case that we ourselves are not supplied although we have placed identical orders with reliable suppliers, we are released from our obligation to perform and can withdraw from the contract. We are obliged to inform the client immediately about the unavailability of the service and will immediately reimburse any consideration already provided by the client.
- (4) Should the client default acceptance, or should he culpably infringe any other obligations to co-operate, then FEUERHERDT is entitled to claim for any of the resulting damages including any additional expenditure. We reserve the right to claim for further damages. As long as all the preceding prerequisites have been fulfilled, the danger of an accidental loss or deterioration in the state of the object of purchase is transferred to the client at the time at which the client defaults acceptance or enters into default.
- (5) Further claims to compensation exist only if the delay results from premeditation or gross negligence.
- (6) We are entitled to complete delivery in appropriate instalments.
- (7) If the client is found to be in delay with his payments, or experiences financial collapse, we are entitled to refuse all further deliveries.

§ 6 Long term acquisitions and Call-off Orders

For acquisitions that are scheduled for longer settlement periods or call-off orders, call-off frequencies, specifications, and equal call-off volumes must be predefined. If the call-off is not carried out or specified within a set and reasonable time frame, we are entitled to deliver to our best judgment at up-to-date

prices. Also, we shall be authorized to ask for compensation if a reminder with fixing a deadline remain unsuccessful or withdraw from delayed part of contract.

§ 7 Packaging

Claims due to insufficient packaging are excluded as long packaging is done in a conventional manner.

§ 8 Passing of risk upon dispatch

- (1) If the goods are dispatched to the client at the client's request, the risk of accidental loss goes to the client when the goods are dispatched to the client, but no later than when the delivery item is handed over (whereby the beginning of the loading process is decisive) to the forwarding agent, carrier or otherwise Execution of the dispatch to the client by certain third parties. This applies regardless of whether the goods are dispatched from the place of performance or who bears the freight costs.

§ 9 Title retention

- (1) The delivered goods remain the property of FEUERHERDT (reservation of retention) until we receive full payment of all contractually agreed outstanding money. This also applies for all future deliveries, even if we make no express and repeated claim to this. We are entitled to reclaim the purchase object upon infringement of the contract on the part of the client.
- (2) Upon discontinuation during an unpaid current invoice, the right of retention applies for the balance involved.
- (3) The client is obliged to keep the reserved goods free of charge, treat them with care and store them properly. For proper storage, it is necessary that the delivered item, which is subject to retention of title, is neither exposed to high humidity nor high temperatures.

As long as the property rights have not been transferred, the client is obliged to inform us immediately in writing if the object delivered has been distrained, or subject to any other interference by a third party. As far as the third party is not in a position to reimburse us with the court and out of court costs of a successful legal claim in accordance with § 771 ZPO, the client is liable for any losses which we incur.

- (4) The client is entitled to resell the goods subject to retention within the course of normal business dealings. The client cedes to us all earnings from his sales of the goods subject to retention to his clients or third parties to the total sum of our invoice (including VAT). Our right to cession applies irrespectively of whether the purchase object is sold on with or without further processing. The client remains entitled to collect the claim even after cession. Our entitlement to collect our claim ourselves remains unaffected. However, we will not collect the claim as long as the client complies with his obligation to payment from the collected proceeds, is not in default of payment and in particular, has not applied for insolvency.
- (5) The handling and processing or remodeling of the purchase object by the client is always to be effected in our name and on our behalf. In this case, the client's expectant right towards the purchase object continues on the thus processed or otherwise remodeled object. Insofar as the purchase object has been processed together with other objects not belonging to us, we acquire the coownership of the new object equal to the share which corresponds with the proportion of the objective value of our purchase good to the other item at the time of said processing. The same applies to the case of mixture. Insofar as the mixture is performed in a manner with the result that the client's object is to be viewed as the main object, it is agreed that the client transfers co-ownership to us pro rata, thus maintaining the thus developed sole ownership or co-ownership for us. To safeguard our claim against the client, the client also cedes to us such claims which have accrued to him through the combination of the goods subject to retention with a property towards a third party for security. We accept this cession now.
- (6) We oblige ourselves to free up the securities owed to us upon demand of the client insofar as their value exceeds the demands to be secured by more than 50%. In the case of multiple securities, the selection is to be performed by FEUERHERDT.

§ 10 Guarantee, notification of defects and recourse

- (1) Client guarantee rights can only be activated if the client has first performed all of his duties of investigation and reproof in the manner prescribed by § 377 HGB.
- (2) Claims for defects become statute-barred 12 months after delivery of the goods delivered by us to our client. This period does not apply to claims for damages by the client from injury to life, limb or health or from willful or grossly negligent breaches of duty by FEUERHERDT or its vicarious agents, which are statute-barred in accordance with the statutory provisions. The client must first obtain our consent before returning any goods.
- (3) Should the goods delivered display a fault which despite all due care and attention existed before the transfer of risk, we shall either remedy the fault (given notification of a defect within due time) or provide a replacement. The course of action is to be chosen at our discretion. We must always be accorded the opportunity for supplementary performance within an adequate period. Any right of recourse remains unaffected by the previous provision.
- (4) If the supplementary performance miscarries, the client is entitled to withdraw from the contract or make reduced payment. This does not affect any claims to compensation for damage.
- (5) Claims for shortcomings are not constituted in the case of only insignificant deviations from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear, as well as damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable equipment, defective manufacturing and assembly (e.g. too hot soldering), use of unsuitable materials or due to special external influences that are not foreseen by the contract. If clients or third parties undertake any inappropriate or incorrect maintenance or servicing activities or alterations, such work and any of their effects do not constitute any claim for shortcomings.
- (6) Claims made by the client arising from the generation of any expenses arising from the pursuit of supplementary services, especially transport, labor and material costs are ruled out insofar as the expenses increase because the goods which we delivered were subsequently transported to a location other than the place of business of the client. An exception is presented by a case in which the transport corresponds with their intended use.
- (7) A right of recourse on the part of the client is only constituted against us insofar as the client has failed to complete an agreement with his client regarding claims for shortcomings exceeding the legally mandatory provisions. Moreover, the scope of the client's right of recourse vis a vis the supplier is bound by section 6.

§ 11 Final provision

- (1) Both this contract as well as the entire privity of contract between the parties is subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). With controversy of the interpretation of these contractual conditions the German version is valid.
- (2) The place of delivery and exclusive jurisdiction for all disputes arising from this contract is our business location, unless the order confirmation indicates anything to the contrary.
- (3) All agreements made between the parties to the end of performing this contract are recorded in writing in this agreement.
- (4) If any individual provision of this contract is deemed to be invalid or become so or be deemed to be incomplete, this fact has no effect on the validity of the remaining provisions of the contract. The parties commit themselves to replace the invalid provision with a valid provision which corresponds commercially as closely as possible to the spirit and purpose of the invalid provision/ fills this incomplete clause.
- (5) FEUERHERDT informs their contractual partner herewith that business-related data and other data necessary for conducting business will be gathered, saved and processed within the framework of the federal data protection law (Bundesdatenschutzgesetz § 28 BDSG).
- (6) Any non-German version of these General Terms and Conditions is provided for convenience only. Exclusively the German language version, which shall be made available to the client any time upon request, shall be the only binding version.