

## General Terms and Conditions of Sale of Hildesheim & Mosblech GmbH

### 1. validity

Unless expressly agreed otherwise in writing, the following GENERAL TERMS AND CONDITIONS OF SALE shall apply. Any deviating terms and conditions of the customer shall not be binding for us.

### 2. Offers - collateral agreements - content of the contract

2.1 Our offers are non-binding in the sense that a contract is only concluded when we accept the order.

2.2 Subsidiary agreements to our offers and order confirmations require our confirmation in order to be valid.

2.3 If the order concerns goods that are custom-made or that are not part of our permanent sales program, we may exceed or fall short of the order quantity by up to 10%.

### 3. reservation of right of withdrawal

We have the right to withdraw from the contract if its fulfillment encounters technical difficulties that are insurmountable, or if we become aware of circumstances that make the creditworthiness of the customer appear doubtful.

### 4. Prices - Delivery

4.1 Unless otherwise agreed, our prices for delivery are ex works or one of our external warehouses, excluding VAT. In the case of delivery ex external warehouse, the price shall be increased by an appropriate flat-rate transportation charge.

4.2 Customers who have their commercial establishment at the same location as we do shall not pay any transportation costs.

4.3 Unless otherwise agreed, we shall additionally charge for packaging at cost price.

### 5. Insurance - Dispatch - Transfer of risk

5.1 We shall only insure consignments of goods at the express request of the customer and then at his expense.

5.2 If we do not receive any special shipping instructions, we will ship the goods using the most favorable shipping method at our discretion. The goods shall be shipped at the customer's expense and risk; this shall also apply if we deliver the goods with our own vehicle or if we bear or present the shipping costs.

5.3 The risk of loss or deterioration of the goods for which we are not responsible shall pass to the customer upon loading at our factory or external warehouse.

### 6. call-off orders - division of goods - partial performance

6.1 In the case of call orders, the goods shall be purchased in approximately equal monthly quantities, unless otherwise agreed. The entire order quantity shall be deemed to have been called off one month after expiry of the period agreed for the call-off or, in the absence of such an agreement, twelve months after conclusion of the contract.

6.2 If the customer fails to divide up the ordered goods within one month of our request at the latest, we may divide up and deliver the goods at our discretion; we may also withdraw from the contract instead.

6.3 We are entitled to make partial deliveries and to invoice each partial delivery separately.

## 7 Delivery periods and dates

7.1 Periods and dates agreed for our deliveries are only approximate.

7.2 A delivery period determined only by its duration shall commence at the end of the day on which full agreement is reached on all details of the content of the order, at the earliest upon our acceptance of the order.

7.3 A delivery period or delivery date shall be deemed to have been met if the goods, or in cases in which the goods cannot or are not to be dispatched, the notification of our readiness to deliver has left our factory or external warehouse by the expiry of the period.

7.4 If delivery is delayed due to circumstances beyond our personal control, in particular due to force majeure, official intervention, labor disputes, difficulties in procuring materials, production disruptions or similar, the delivery date shall be postponed by the duration of the hindrance; this shall also apply to delays caused by the fact that we ourselves are not supplied correctly or on time through no fault of our own. An impediment which exceeds the duration of three months and the end of which is not foreseeable shall entitle the customer and us to withdraw from the contract insofar as it cannot be fulfilled by us as a result of the impediment.

7.5 If we are in default with a delivery, the customer may withdraw from the contract if he has set us a reasonable grace period of at least four weeks in writing and if the service has not been provided within this grace period in accordance with Section 7.3.

7.6 The purchaser cannot derive any claims for damages against us from exceeding a delivery period or a delivery date or from a delay in delivery, unless the exceeding of the period or date is due to intent or gross negligence on the part of one of our legal representatives or one of our vicarious agents.

## 8 Liability for defects

8.1 No complaints may be made in respect of customary or minor unavoidable technical deviations in quality, color, width, weight, finish or design.

8.2 The delivery must be checked for correctness upon receipt. If necessary, the customer must check by trial processing whether the delivered goods are faultless and suitable for the intended purpose. If he fails to carry out the inspection, we shall not be liable in any way.

8.3 The Buyer shall notify us in writing of any defects in the delivered goods immediately after their discovery. The notification period for defects that can be detected in the ordinary course of business shall be no longer than one week, for other defects no longer than eight weeks from receipt of the goods by the Buyer. If the customer fails to notify a defect immediately or in due time or if the goods are modified, cut to size or processed after the defect has been discovered or could have been discovered, the customer shall forfeit all warranty claims.

8.4 Defects in part of the delivered goods do not entitle the customer to complain about the entire delivery.

8.5 In the event of justified complaints, we shall have the right to rectify the defect or deliver

replacement goods free of defects within ten days of returning the goods. If the customer is not in a position to return the defective goods, he may only demand a reduction in the purchase price.

8.6 Further claims, in particular claims for damages, including those for the consequences of defects and

The purchaser shall not be entitled to any further claims, in particular claims for damages, including claims for breach of our warranty obligation, even if our warranty obligation has been triggered by the absence of a warranted characteristic. However, this limitation of the customer's rights shall not apply if the defect or the breach of our warranty obligation is due to intent or gross negligence on the part of one of our legal representatives or one of our vicarious agents.

9. Payment - Default of payment

9.1 We shall issue an invoice as soon as the ordered goods are ready for dispatch or collection. Delays in the dispatch or collection of the goods for which we are not responsible shall not postpone the due date of the invoice.

9.2 Unless otherwise agreed, our invoices must be paid within 60 days of the invoice date without deduction of discount.

9.3 If, after conclusion of the contract, we become aware of circumstances which make the creditworthiness of the purchaser appear doubtful, we may - without prejudice to the right of withdrawal in accordance with Clause 3

- we may, at our discretion, demand payment in advance or the provision of security. The same shall apply if the customer fails to meet a payment obligation incumbent on him towards us when due. If one of these cases occurs, all our claims against the customer, including those from other transactions, shall become due immediately. If we have accepted bills of exchange which are not yet due, we may demand immediate payment against return of the bills of exchange.

9.4 If the Buyer does not pay by the due date, we may charge interest from the due date in the amount of the costs of a current loan from our bank, at least four percent above the respective base interest rate of the Deutsche Bundesbank.

9.5 Bills of exchange with a maximum term of three months shall only be accepted by us if the customer has made a corresponding agreement with us in advance. Insofar as we accept checks and bills of exchange, this is always only on account of payment, but not in lieu of performance. The costs of discounting, taxation and collection shall be borne by the customer; he must reimburse these amounts immediately on request.

9.6 The customer shall not be entitled to set off against our payment claims or to retain amounts due to us. amounts due or to exercise a right of retention. This shall not apply to the exercise of a right of retention until such claims have been settled.

10 Retention of title

10.1 The goods delivered by us shall remain our property until all our claims arising from the business relationship with the customer have been settled in full, even if they have been entered into a current account. If we enter into a new obligation or a new liability risk in connection with the payment of the goods delivered by us, for example by issuing a reverse or acceptor's bill of

exchange by check/bill of exchange procedure, the new obligation or the new liability risk shall also belong to our claims from the business relationship within the meaning of sentence 1, until the complete expiry of which the goods shall remain our property.

10.2 Any acquisition of ownership on the part of the purchaser is excluded in the case of processing or treatment of the goods supplied by us. The treatment or processing is carried out for us in such a way that we are to be regarded as the manufacturer. In the event of processing with goods of other origin which are also subject to a reservation of title extended to the processing, we shall acquire co-ownership of the new item in the ratio of the invoice value of our goods to the value of the other goods at the time of processing.

Should ownership or co-ownership of the customer arise due to any circumstances during the processing or treatment of the goods supplied by us or their combination with other goods, this ownership or co-ownership shall pass to us immediately upon its creation. The customer hereby assigns to us all expectant rights which may lead to such acquisition of ownership by the customer. The handover required for the acquisition of ownership or co-ownership by us shall be replaced by the agreement that the customer shall store the items for us like a borrower or, if the customer does not own the items, by the assignment of the claim for restitution against the owner to us already agreed herewith.

The ownership or co-ownership arising for us as a result of processing or combination shall be treated legally in the same way as the original goods.

10.3 All claims of the Buyer arising from the resale of goods in which we have ownership or co-ownership shall pass to us upon conclusion of the purchase contract, regardless of whether the goods are sold without or after processing or combination or whether they are sold to one or more customers. In the event that the goods sold do not belong to us in their entirety or that they are sold together with goods not belonging to us, the assignment shall only cover the counterclaim in the amount of the invoice value of our goods. The customer may collect the assigned claims, but may not assign them, not even in factoring transactions. We may revoke this authorization if the customer does not fulfill an obligation to us on time or if we become aware of circumstances that appear to jeopardize our rights. The customer's authorization to collect shall expire automatically if the customer suspends payment, if he is ordered by the court to disclose his

Vassets, if the opening of judicial composition or bankruptcy proceedings against his assets is applied for or if he seeks an out-of-court settlement. At our request, the customer shall notify the debtors of the assigned claims of the assignment, inform us of the debtors and the amounts owed by them and hand over to us the documents that we require to assert the assigned claims.

10.4 The customer may only sell, process or combine goods that are our property or co-property (goods subject to retention of title) with goods of other origin in the ordinary course of business. Disposal is only permitted by way of sale and only with the proviso that the customer's claims from the sale transaction are transferred to us as stipulated above. The customer is not authorized to dispose of goods subject to retention of title in any other way; he may neither pledge them nor assign them as security. The customer must inform us immediately of any imminent or already executed access by third parties to reserved goods or assigned claims. The costs incurred by us as a result of an intervention shall be borne by the customer.

10.5 If the Buyer defaults on the fulfillment of an obligation secured by the retention of title in whole or in part, or if we become aware of circumstances that appear to jeopardize our rights, we may demand the return of the reserved goods without having previously declared our

withdrawal from the purchase contract in accordance with § 455 BGB or having set a deadline for the fulfillment of the payment obligation in accordance with § 326 BGB. The existence of the purchase contract and the obligations of the customer shall remain unaffected by such a demand and by the return of the goods. If we take back goods subject to retention of title while releasing the customer from his obligation to take delivery, we may demand at least 25% of the invoice value of the goods as compensation for non-performance.

10.6 The retention of title shall be subject to the condition subsequent that, upon full payment of all our claims arising from the business relationship, title to the goods subject to retention of title shall automatically pass to the customer and the assigned claims shall accrue to the customer. We undertake, at the request of the customer, to release the securities (goods and claims) to which we are entitled in accordance with the above rules at our discretion to the extent that their value exceeds the claims to be secured by more than 20%.

place of performance - place of jurisdiction - applicable law

11.1 The place of performance for delivery is the respective place of loading, for payment Hilden.

11.2 The exclusive place of jurisdiction for all disputes concerning and arising from the contract, including proceedings relating to bills of exchange and checks, is Hilden. However, we shall also have the right to sue the customer in any other place of jurisdiction applicable to him. If the customer is not a registered trader, a legal entity under public law or a special fund under public law, but has a general place of jurisdiction in Germany, these provisions shall apply in the event that the customer moves his registered office or usual place of residence outside the Federal Republic of Germany after conclusion of the contract or that his registered office or usual place of residence is not known when the action is brought.

11.3 In the case of foreign transactions, the entire contractual relationship is subject to the law of the Federal Republic of Germany, unless another legal system is mandatory. The application of the Uniform Law on the Formation of Contracts for the International Sale of Goods and the Uniform Law on the International Sale of Goods is excluded.

## 12. partial invalidity

Should individual provisions of these GENERAL TERMS AND CONDITIONS OF SALE become or be invalid for whatever reason, the validity of the remaining provisions shall remain unaffected.