

## General Terms and Conditions

### I. General information

1. Our General Terms and Conditions of Business apply exclusively to companies, legal entities under public law or special funds under public law.
2. Our General Terms and Conditions of Business apply to all current and future business relationships. Individual contractually agreed terms in a contractual relationship shall take precedence over our General Terms and Conditions.
3. Deviating, contradictory or supplementary general terms and conditions of the client shall not be a part of this contract, unless we expressly agree to their validity in writing. This agreement requirement shall apply in each case, e.g. also if, with knowledge of the General Terms and Conditions of the client, we make the delivery to the client without reservations.

### II. Conclusion of contract, documents, confidentiality

1. Our offers, brochures and advertisements – also with regard to price information – are non-binding and subject to confirmation, unless expressly stated otherwise.
2. Contracts materialise after you receive a written order confirmation from us, which is authoritative for the content of the contract. If we do not issue an order confirmation, the delivery contract materialises with our delivery of the product. Authoritative for the content of the contract in such a case is our offer.
3. We reserve the right, subject to an explicit agreement to the contrary, to all samples, cost estimates, drawings, information of a tangible or intangible kind that we place at the disposal of the client in electronic form or otherwise before or after the conclusion of the contract, all property and industrial property rights or corresponding rights of usage. Such documents or their content may not be made available to third parties, duplicated or used beyond the extent required for the execution of the contract without our prior consent.
4. For orders that we prepare according to requirements, specifications, etc. of the client or his agents, the client shall bear sole responsibility for their accuracy. The client must indemnify us against all claims that third parties assert against us or a company hired by us on account of industrial property rights or copyrights in such a case.

### III. Prices and payment terms

1. The prices quoted by us do not include the statutory value-added tax. The deducting of rebates requires a special agreement in writing.
2. The prices do not include packaging and shipping costs. If the client wishes to have transport insurance, it must issue a separate order for such. The client shall bear the costs of the transport insurance.
3. In the event that we have agreed to handle the installation or assembly and nothing to the contrary has been agreed, the client shall pay the agreed remuneration as well as all the required secondary costs such as travel costs, costs for transport of the tools and personal luggage as well as daily allowances.
4. Our bills must be paid without deductions within 10 days of the invoice date, unless something to the contrary is agreed.
5. The client has a right to offset amounts only if its counterclaims are undisputed or legally binding. A right of retention may only be exercised by the client if its counterclaim is based on the same contractual relationship.

### IV. Delivery periods

1. The delivery time is determined by the agreements made between the client and us, which are indicated in the order confirmation. In the other cases, the delivery period is approx. 4 calendar weeks. The delivery period shall begin on the date of the order confirmation. Our compliance with the delivery period assumes the clarification of all technical and commercial questions, particularly the timely receipt of all documents to be delivered by the client, the required approvals and releases, particularly of plans, and the client's observance of the agreed terms of payment and other obligations. If this is not the case, the delivery period will be extended by a reasonable amount of time. This shall not apply if we are responsible for the delay.
2. Compliance with the delivery period shall be subject to correct and timely delivery by our suppliers. The client shall be notified immediately of any delays.
3. We shall have complied with the delivery period if by the deadline the delivered product has left our plant or the client has been notified that it is ready for shipment.
4. If we cannot comply with the delivery period due to cases of *force majeure*, the delivery period shall be extended by the length of the *force majeure* event plus a reasonable amount of lead time. Unpredictable circumstances are equivalent to *force majeure* if they make it unreasonably difficult or impossible for us to make the delivery, including, but not limited to delivery delays due to suppliers, labour disputes, regulatory measures, raw material shortages or energy shortages, interruptions in operations or transport of any kind, etc.

### V. Partial deliveries, transfer of risk, transport

1. We are authorised to fulfil orders by making partial deliveries. Each partial delivery is handled as an independent delivery and must be paid separately at the proportionate amount in each case. If the payment of a partial delivery is delayed, we may postpone the delivery of the other parts of the order.
2. The risk is transferred to the client either when the products are handed over to the client or, in the case of shipment, when they are handed over to a person specified for the execution of the shipment, but no later than when they leave the plant. Such shall also apply if we have assumed responsibility for other services such as shipping costs, delivery or installation.
3. If the delivery is delayed or is not made due to circumstances that we did not cause, the risk is transferred to the client from the day of notification that the product is ready for shipment.
4. We are authorised, but not obligated to conclude transport insurance. If the client did not issue instructions in writing, we shall determine the means of transport, the transport insurance and the transport route without being responsible for choosing the best, quickest or cheapest option.
5. If the products are damaged or lost during transport, the client must immediately ensure that the carrier has a report prepared on the circumstance. If the client concluded transport insurance, it shall be obligated to hereby assign all the compensation claims to us to the extent that such relate to the risk of material damage and the price risk assumed by the client. We hereby accept the assignment.

### VI. Liability for defects

Section 377 of the German Commercial Code [Handelsgesetzbuch // HGB] shall apply. We are liable for material defects and defects of title to the exclusion of other claims – subject to section VII. – as follows:

1. Material defects
  - a) At our discretion, all such parts shall be improved or replaced such that they are no longer defective if it is determined that such are defective due to a circumstance prior to the transfer of risk. We must be notified in writing immediately if such defects are discovered. Replaced parts shall become our property. The post-performance fulfilment shall include neither disassembly of the defective delivered product nor reassembly if we were not originally obligated to assemble it.
  - b) To handle all the post-performance improvements that appear necessary to us and to make replacement deliveries, the client must give us the required time and opportunity after consultation. Otherwise, we shall be released from liability for any arising consequences. Only in urgent cases of risk to operational safety or for the prevention of disproportionately large damage, in which case we must be notified immediately, shall the client have the right to eliminate the defect itself or have it eliminated by a third party and request from us compensation for the expenses incurred.
  - c) For the purpose of the expenses required, we shall bear in particular the costs of delivery, work and materials (not: the disassembly and assembly costs in the case indicated in section VI 1. lit. a)) if there is an actual defect and to the extent that we do not incur a disproportionately high charge as a result. If, however, the client's demand for the elimination of a defect is discovered to be unjustified, we may request that the client reimburse us for the costs incurred.
  - d) The client has a right to withdrawal from the contract as set forth in statutory law if we allow to pass without acting, in consideration of statutory exceptions, a reasonable deadline set for us to make an improvement or replacement delivery due to a material defect. If there is an insignificant defect, the client shall be solely entitled to a right to reduce the contractual price. The right to reduction of the contractual price shall remain otherwise excluded.
  - e) Other claims are solely determined in accordance with section VII. of these Terms and Conditions.
  - f) No liability was assumed in particular in the following cases: inappropriate or improper use, defective assembly or installation by the client or a third party, natural wear, defective or negligent handling, improper maintenance, unsuitable operating materials, defective construction work, unsuitable building site, chemical, electrochemical or electrical influences – if we are not responsible for them.

- g) If the client or a third party makes improper alterations, we cannot assume any liability for the consequences arising from such. The same shall also apply to changes to the delivered product without prior approval from us.
- 2. Defects of title
  - a) If the use of the delivered product results in a breach of industrial property rights or copyrights in Germany, we will fundamentally obtain for the customer at our own expense the right to use the product in future or modify the delivered product in a reasonable way for the client such that it no longer breaches the property right. If such is not possible at economically reasonable conditions or within a reasonable period of time, the client shall be entitled to rescind the contract. Under the aforesaid conditions, we are also entitled to the right to rescind the contract. In addition, we shall release the client from the undisputed or legally binding claims of the affected property rights holders.
  - b) There is no defect of title if we produced the delivered product in accordance with the requirements, specifications, etc. of the client or its agents.
  - c) The obligations indicated in section VI. 2. lit. a) are exhaustive subject to section VII. for the case of a breach of property rights or copyrights. They shall only be effective if
    - the client notifies us immediately of asserted breaches of property rights or copyrights,
    - the client supports us to an appropriate extent in the defence against asserted claims or facilitates our ability to make modifications in accordance with section VII. 2. lit. a),
    - we reserve the right to take all defensive measures including out-of-court arrangements,
    - the defect of title is not based on the client's instructions,
    - the breach of rights was not caused by the fact that the client made changes to the delivered product independently or used it in a non-contractual way.

#### VII. Liability and indemnification

- 1. If the delivered object cannot be used by the client in accordance with the contract on account of recommendations or advice that was culpably omitted by us or erroneous before or after the conclusion of the contract, or due to a culpable breach of other secondary contractual obligations, particularly due to instruction manuals and maintenance manuals for the delivered product, the provisions in section VI. and VII. 2 shall apply to the exclusion of other claims asserted by the client.
- 2. For damage that did not occur to the delivered product itself, we shall always only be liable irrespective of the legal basis
  - a) for intent,
  - b) for gross negligence by us, our boards or managers,
  - c) for culpable death, physical injury, damage to health,
  - d) for defects that we maliciously concealed,
  - e) within the framework of a guarantee,
  - f) for defects to the delivered product if we are liable in terms of the German Product Liability Act for personal or property damage to privately used products.

In the case of a culpable breach of significant contractual duties, we shall also be liable for gross negligence by non-management staff and for slight negligence; in the latter case such shall be limited to the reasonably foreseeable, typical contractual damage. Other claims are excluded.

#### VIII. Expiry

All the client's claims irrespective of their legal basis shall expire after 12 months. For damage compensation claims pursuant to section VII. 2. lit. a) to d) and f), the statutory periods shall apply. They shall also apply to defects in a structure or to the delivered products that were used for a structure in accordance with their normal means of usage and caused its defectiveness.

#### IX. Retention of title

- 1. We shall retain the title to the delivered product until complete settlement of all current and future claims arising from the delivery contract and the ongoing business relationship ("collateralised claims"). If the value of all collateral rights to which we are entitled exceeds the obtainable value of all the collateralised claims by more than 10%, we will release a corresponding portion of the collateral rights if requested by the client; we shall reserve the right to choose the released collateral rights.
- 2. The client shall be obligated to treat the delivered product with care during the time that its title is retained. If maintenance and inspection work is required, the client must perform such regularly at its own cost. The client shall undertake to insure the delivered product against fire, water and other damage during the time when the title is retained and to prove such to us if requested. The client hereby assigns us any payments made by the insurance company. We hereby accept the assignment.
- 3. The delivered product subject to retention of title may not be pledged or assigned to third parties as security prior to full payment of the collateralised claims. The client shall undertake to notify us immediately of any access that third parties have to the delivered product, e.g. in the case of a pledge, or any damage to or destruction of the delivered product. The client must inform us immediately of any change in the owner of the delivered product as well as a change in its residence or registered office.
- 4. Should the client's conduct be in breach of this contract, we are authorised, particularly in the case of a default in payment or in the case of a breach of an obligation pursuant to clauses 2 and 3 of this provision, to withdraw from the contract and to demand the return of the delivered product on account of the retention of title and the withdrawal. We may only assert these rights if we set the client a reasonable deadline for the fulfilment of the obligations beforehand and it passed without action, or the setting of such a deadline is not necessary due to statutory provisions.
- 5. The client is authorised to sell the delivered product in an ordinary business transaction. It hereby assigns to us all receivables at the invoiced amounts that it is entitled to vis-à-vis the third party from the sale. We hereby accept the assignment. After assignment, the client is authorised to collect the receivables. However, we reserve the right to collect the receivables ourselves if the client does not comply with its payment obligations and defaults on payment.
- 6. The client shall handle and process the delivered product in our name and on our behalf at all times. If it is processed with products that do not belong to us, we shall acquire co-ownership to the new product, the amount of which shall be determined by the value of the product we delivered as a percentage of the other processed products. The same applies when the delivered product is mixed with other products that do not belong to us.
- 7. The client shall undertake to provide any information required for collection, to hand over the required documents and to notify the debtor of the assignment if requested by us.

#### X. Final provisions

- 1. Law in the Federal Republic of Germany shall apply. The provisions of the UN Convention on the International Sale of Goods are excluded.
- 2. Sole place of jurisdiction for all disputes is the court responsible for our registered office.
- 3. Place of performance for all liabilities arising from the contract, including the payment obligations of the client, is Friedrichshafen.
- 4. If individual provisions in the contract with the client, including the General Terms and Conditions of Business, are or become invalid in part or in full, this shall not affect the validity of the other provisions. The fully or partially invalid provision shall be replaced by a provision that comes closest to the economic purpose of the invalid provision.