

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

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1. Scope of Application

Contracts on sales and deliveries (hereinafter referred to as “Contracts” or “Contract”) by MAYER & CIE. GMBH & CO. KG (hereinafter referred to as “MAYER & CIE.”) shall apply exclusively in accordance with the following General Terms and Conditions of Sale and Delivery (hereinafter referred to as the “Terms of Delivery”), which are accepted by the purchaser by placing an order or by accepting deliveries. The Terms of Delivery shall also apply to all future transactions with the customer. Any conflicting and supplementary terms and conditions of the customer shall not apply, even if MAYER & CIE. fails to expressly object to their application.

2. Conclusion of Contract

2.1 Offers by MAYER & CIE. shall be non-binding. Except as otherwise agreed in an individual case, a Contract shall be deemed to be concluded only after the customer has signed and returned MAYER & CIE.’s written order confirmation to MAYER & CIE. The content of the Contract shall be governed exclusively by the content of the order confirmation and these Terms of Delivery. Any oral agreements or undertakings or changes of the order confirmation shall only be valid if confirmed in writing by MAYER & CIE.

2.2 MAYER & CIE. reserves all rights in the sales documentation (in particular pictures, drawings and data on weight and size) and the samples. These are the intellectual property of MAYER & CIE. and must not be made available to third parties nor used for purposes not related to the Contract or for personal purposes and shall be returned to MAYER & CIE. upon request without undue delay. Such documents may only be disclosed to third parties upon MAYER & CIE.’s prior written consent.

2.3 Any Contracts negotiated by field staff in the name of MAYER & CIE. shall be deemed concluded only upon the customer’s acceptance of MAYER & CIE.’s order confirmation in accordance with Clause 2.1 of these Terms of Delivery.

3. Delivery Periods and Dates

3.1 Upon receipt of an order, MAYER & CIE. specifies a maximum period for delivery of 14 days. MAYER & CIE. will inform the customer of the specific delivery date (which will be within the specified maximum period for delivery) within, at a minimum, 5 working days in advance of the specified delivery date. The notified delivery date is the binding date of delivery. Delivery dates and delivery periods shall only be binding if they have been confirmed by MAYER & CIE. in writing and if the customer has communicated or provided MAYER & CIE. in a timely manner with all the information and documentation required for the performance of such delivery and if the customer has made any advance payments in the manner and amount as agreed upon by the parties or has provided bank guarantees or similar security including letters of credit. Any periods agreed upon shall commence on the date of the conclusion of the Contract. In the event of subsequent additional or supplementary orders or changes to orders, the agreed delivery periods are extended accordingly.

3.2 For the duration of unforeseeable or unavoidable events and events that are beyond MAYER & CIE.’s control and not attributable to MAYER & CIE., such events including Force Majeure events, war, acts of God, natural disasters, official orders of State authorities (“*behördliche Anordnungen*”) or labor disputes, MAYER & CIE. shall be released from its obligation to make timely deliveries or to perform its obligations in a timely manner. Any periods agreed upon shall be extended by the amount of time any such disturbance lasts; the customer shall be informed of the occurrence of such disturbance in an appropriate manner.

3.3 If deliveries by MAYER & CIE. are delayed, the customer shall only be entitled to rescind the Contract if the delay is attributable to MAYER & CIE. and if a reasonable grace period set by the customer has lapsed to no avail.

3.4 Should the customer be in default in accepting delivery, fails to comply with any other obligations to cooperate, or requests the delivery after the binding delivery date, MAYER & CIE. shall be entitled to (i) store the goods in an appropriate manner at the customer’s risk and expense and (ii) claim from the customer for the period of such storage payment of liquidated damages in the amount of EUR 30.00 per day of storage to compensate MAYER & CIE. for the handling costs (such as, for example, storage costs, administration costs, etc.) it incurs as a result of such storage; the right of the customer to prove that MAYER & CIE. incurred a lower damage and the right of MAYER & CIE. to claim higher damages, if proven, remains unaffected. Notwithstanding its other rights, MAYER & CIE. is entitled to rescind the Contract if a reasonable grace period set by MAYER & CIE. for the acceptance of the delivery by the customer has lapsed to no avail.

3.5 MAYER & CIE. may make partial deliveries for good reason if and to the extent this is reasonable for the customer.

4. Shipping, Customs

4.1 Unless otherwise instructed by the customer, the goods shall be shipped in customary packing and by means of an appropriate method of shipment.

4.2 The goods shall be shipped in accordance with the INCOTERMS 2010 as set forth in the order confirmation.

4.3 Upon passing the order or, at the latest, upon request immediately after the conclusion of the Contract, the customer shall state whether it has the status of an authorized economic operator as defined in the Community Customs Code Regulation (EEC Regulation no. 2913/92) and the corresponding implementing regulation (EEC Regulation no. 2454/93) and shall inform MAYER & CIE. at its own initiative of any changes to this status. If requested by MAYER & CIE., the customer shall provide evidence documenting its status as an authorized economic operator.

5. Prices, Terms of Payment

- 5.1 The valid price shall be as agreed between the parties. Unless the parties have agreed upon a certain price, the price shall be determined in accordance with the price list of MAYER & CIE. as applicable at the date of the conclusion of the Contract.
- 5.2 MAYER & CIE's prices shall be subject to the provisions of the order confirmation. Except as otherwise agreed, prices are ex works, not including statutory VAT at the applicable rate nor any customs duties or packing and shipping costs, which will be charged separately.
- 5.3 Except as otherwise agreed in the order confirmation, any invoiced amounts shall become due for payment without deductions upon receipt of the respective invoice. Payments made by the customer shall be deemed to have been effected only when MAYER & CIE. is able to dispose of the respective amount. MAYER & CIE. is entitled to issue partial invoices for partial deliveries as defined in Clause 3.5.
- 5.4 The customer is only entitled to set-off against counterclaims that are based on the same contract and are uncontested or have been finally adjudicated.
- 5.5 The customer shall only be entitled to assert a right of retention to the extent that its counterclaim is based on the same Contract and is uncontested or has been finally adjudicated.
- 5.6 If MAYER & CIE. becomes aware of the customer's potential inability to perform the Contract after the conclusion of the Contract, MAYER & CIE. shall be entitled to make any outstanding deliveries dependent on prepayment or the provision of a security. If such prepayments or security have not been provided even after the expiration of a reasonable grace period, MAYER & CIE. may partially or totally rescind any individual or all of the Contracts concerned. MAYER & CIE. shall be free to assert any further rights.

6. Agreement on Quality without Guarantee

- 6.1 Upon the passing of the risk, the delivered items shall be of the agreed quality. The agreed quality shall be determined exclusively by the specific written agreements between the parties as to the characteristics, features and specifications of the delivered items. Variations resulting from the manufacturing process, as well as minor deviations which do not impair the functionality of the delivered items, may occur. Regarding any delivered items that were manufactured in accordance with the specific instructions of or data provided by the customer, MAYER & CIE. shall in particular in the event of defects or damage, not be liable for the suitability of the items for the intended purpose nor for the accuracy of the relevant data. The provisions of Clause 8 of these Terms of Delivery shall remain unaffected.
- 6.2 MAYER & CIE. does not in any way guarantee ("*garantiert*") the quality of the delivered items.
- 6.3 Information provided to the customer by MAYER & CIE. in sales catalogues, price lists and any other information material shall under no circumstances constitute a guarantee ("*Garantie*") regarding a specific characteristic of a delivered item or a guarantee ("*Garantie*") regarding their description.
- 6.4 Notwithstanding Clauses 6.2 and 6.3, in so far as the parties wish to agree upon a guarantee ("*Garantie*") in an individual case, such an agreement must be made expressly and in writing.

7. Rights in the Event of Defects and Duty to Examine

- 7.1 The customer shall only be entitled to rights in the case of defects ("*Mängelrechte*") if it examines the respective delivered items without undue delay after delivery and reports any obvious defects to MAYER & CIE. in writing without undue delay, however not later than two weeks after delivery. In the case of hidden defects, the customer is obliged to notify MAYER & CIE. in writing without undue delay, upon the discovery of such defects.
- 7.2 In the event of any notification of a defect, MAYER & CIE. shall have the right to inspect and test the rejected item and the conditions under which it is used. MAYER & CIE. may require the customer to return the rejected item to MAYER & CIE. at MAYER & CIE.'s expense. Should the customer's notification of a defect prove to be unjustified and provided that the customer has realized this prior to the notification of the defect or has not realized it in a negligent manner, the customer shall be obliged to reimburse MAYER & CIE. for all expenses incurred in this respect, e.g. shipping costs.
- 7.3 In the case of defects attracting defects rights ("*Mängelrechte*") MAYER & CIE. shall be entitled to remedy defects at its own option by either removing the defect free of charge or by making a delivery of an item that is free of defects (hereinafter collectively referred to as "Subsequent Performance"). Subsequent Performance does not encompass the installation and removal of the defective item; the customer shall bear the installation and removal costs.
- 7.4 If a rejected item is located at an address other than the original shipping address, the customer shall bear the additional expenses resulting from such circumstances with respect to the Subsequent Performance, in particular, additional shipment and handling charges. The customer shall return to MAYER & CIE. all parts replaced by MAYER & CIE. in the course of the Subsequent Performance.
- 7.5 If MAYER & CIE. conclusively refuses Subsequent Performance, and if specific circumstances exist which - after carefully considering the parties' interests - justify the immediate assertion of rights other than those set forth in Clause 7.3, the removal of defects or replacement is not effective, or such removal or replacement is unacceptable for the customer, or if MAYER & CIE. refuses to remove defects or make replacements pursuant to § 439 (3) German Civil Code (BGB), the customer may either, and in accordance with the applicable law, rescind the contract, reduce the contract price or seek compensation in accordance with Clause 8 of these Terms of Delivery, or, as the case may be, seek the reimbursement of its expenses.
- 7.6 The customer shall communicate any grace periods set for Subsequent Performance pursuant to Clause 7.5 to MAYER & CIE. in writing.
- 7.7 The customer is not entitled to make claims for defects ("*Mängelansprüche*") if the relevant defects and damage result from inappropriate or improper use, incorrect start-up, implementation or handling, deficient attempts to repair or improve by the

customer or a third party, normal wear and tear or the use of unsuitable operating equipment. The provisions of Clause 8 of these Terms of Delivery shall remain unaffected.

7.8 The claim for defects (“*Mängelanspruch*”) shall become statute-barred after twelve months following the delivery of the item to the customer. Any rights of recourse pursuant to §§ 478, 479 BGB as well as Clause 8 of these Terms of Delivery shall remain unaffected.

8. Liability and Damages

8.1 In accordance with applicable law, MAYER & CIE. shall be liable for damages without limitation

- (a) in the event of willful or grossly negligent conduct on the part of MAYER & CIE., its legal representatives or vicarious agents;
- (b) in the event that the damage resulted from the noncompliance with a guarantee (“*Garantie*”), to the extent that the described guarantee event occurred and the purpose of the guarantee was to protect the customer against the specific damage suffered;
- (c) in the case of culpably caused damage to life, body or health;
- (d) in the case of claims pursuant to the German Product Liability Act (“*Produkthaftungsgesetz*”);
- (e) based on other mandatory statutory liability provisions.

8.2 Furthermore, MAYER & CIE. shall also be liable in case of minor negligence up to the amount of the typically foreseeable damage if such damage results from a violation of a material contractual obligation on the part of either MAYER & CIE. or its vicarious agents or legal representatives.

8.3 Any liability exceeding Clauses 8.1 and 8.2 shall be excluded.

8.4 This limitation of liability shall apply to all claims for damages irrespective of their respective legal basis, including but not limited to pre-contractual or ancillary claims and claims in tort.

8.5 The customer shall take reasonable measures to avert and minimize damage.

9. Retention of Title

9.1 The delivered items shall remain the property of MAYER & CIE. until any and all claims of MAYER & CIE. arising under its business relationship with the customer have been paid in full (hereinafter referred to as “Products Subject to Retention of Title”).

9.2 In the case of current accounts, such retention of title shall provide security for the balance of any unpaid invoices to which MAYER & CIE. is entitled.

9.3 Pledging or otherwise disposing of the Products Subject to Retention of Title in any way that would jeopardize the property of MAYER & CIE. is only permissible with the prior written consent of MAYER & CIE.

9.4 Any processing (“*Verarbeitung*”) or transformation (“*Umbildung*”) of the Products Subject to Retention of Title by the customer shall always be deemed to be performed on behalf of MAYER & CIE. If Products Subject to Retention of Title are processed with other goods, MAYER & CIE. shall acquire joint ownership of the new goods in proportion to the value of the Products Subject to Retention of Title as compared to the value of the other processed goods at the time of processing. In all other respects, the provisions applicable to the Products Subject to Retention of Title shall also apply to the new goods created by way of processing.

9.5 If Products Subject to Retention of Title are incorporated into other goods, MAYER & CIE. shall acquire joint ownership of the new goods in proportion to the value of the Products Subject to Retention of Title as compared to the value of the other goods at the time of incorporation. Should the incorporation of the goods occur in such a manner that the customer's product must be considered the principal element, it shall be deemed agreed that the customer shall transfer proportionate joint ownership to MAYER & CIE. The customer shall hold the jointly held property created in such manner in custody for MAYER & CIE.

9.6 The customer shall provide MAYER & CIE. at all times with all desired information concerning the Products Subject to Retention of Title. The customer shall immediately report to MAYER & CIE. any attachments of or claims by third parties to the Products Subject to Retention of Title and submit the relevant documentation. At the same time, the customer shall advise the relevant third party of MAYER & CIE.'s retention of title. The costs of a defense against any such attachments and claims shall be borne by the customer.

9.7 The customer is obliged to treat the Products Subject to Retention of Title with care for the duration of the retention of title.

9.8 The customer is entitled to demand release to the extent that the realizable value of the securities exceeds all of MAYER & CIE.'s secured claims by more than 10%.

9.9 If the customer fails to effect a performance due, e.g. a payment to MAYER & CIE., MAYER & CIE. may, after the expiry of a reasonable grace period (unless such period can be dispensed with pursuant to § 323 (2) BGB), rescind the Contract or redeem the Products Subject to Retention of Title and use them for other purposes in order to satisfy claims against the customer. In such a case, the customer shall grant MAYER & CIE. or MAYER & CIE.'s agents immediate access to the Products Subject to Retention of Title and surrender same. If MAYER & CIE. demands surrender according to this provision, this shall constitute a rescission of the Contract.

9.10 In the case of deliveries to other jurisdictions in which the foregoing provisions governing retention of title do not have the same security effect as in Germany, the customer shall do everything to create equivalent security rights for MAYER & CIE. without undue delay. The customer shall cooperate in all measures such as registration, publication, etc., that are required for and beneficial to the validity and enforceability of such secured rights.

9.11 The customer undertakes to provide adequate insurance cover for the Products Subject to Retention of Title, to furnish proof of such insurance cover to MAYER & CIE. and to assign the claims under the relevant insurance contract to MAYER & CIE.

- 9.12 If the customer culpably violates its obligations under Clauses 9.10 or 9.11 of these Terms of Delivery, the customer shall pay a contractual penalty in the amount of the purchase price for the relevant Product Subject to Retention of Title to MAYER & CIE. for each breach. The defense of treating a series of violations as one single breach shall be excluded ("*Ausschluss der Einrede des Fortsetzungszusammenhangs*").
- 10. Product Liability**
In the event that the customer disposes of the delivered items, whether they be processed or unprocessed, transformed or incorporated into other goods, the customer shall indemnify MAYER & CIE. against any product liability claims of third parties to the extent that the defect triggering liability is attributable to the customer.
- 11. IP Rights**
If the customer instructs MAYER & CIE. by means of specific instructions, information, documentation, drafts or drawings on how to manufacture the products to be delivered, the customer assumes liability for any infringement by MAYER & CIE. of rights of third parties, such as patents, utility models and other intellectual property rights and copyrights when following such instructions. The customer shall indemnify MAYER & CIE. against any claims third parties might assert against MAYER & CIE. due to any such infringement.
- 12. General Provisions**
- 12.1 Changes of and amendments to the Contract and any additional agreements must be made in writing. This also applies to any amendment of the requirement of the written form ("*Schriftformerfordernis*").
- 12.2 If a provision of the Contract is fully or partially invalid, this shall not affect the validity of the remaining provisions. In such a case, the parties undertake to replace the invalid provision by a valid provision reflecting the commercial purpose of the invalid provision as closely as possible.
- 12.3 If the customer is acting within the course of his profession ("*Kaufmann*"), a legal entity under public law ("*juristische Person des öffentlichen Rechts*") or a separate fund or estate under public law ("*öffentlich-rechtliches Sondervermögen*"), the exclusive venue for all disputes arising from the Contract shall be Stuttgart, Germany. The same shall apply if the customer has no general venue in the Federal Republic of Germany or moved its ordinary residence to a country outside Germany after the conclusion of the Contract. MAYER & CIE. shall however be entitled to sue the customer at any other court having statutory jurisdiction.
- 12.4 German law shall be applicable, excluding its conflict of law principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.5 The German language version of these Terms of Delivery shall be authoritative and legally binding in all respects and shall prevail in the case of any inconsistencies.