

These General Terms and Conditions form an integral part of all our quotations and contracts for goods and services and shall apply to our current or future business relationship. Agreements deviating from these General Terms and Conditions, including but not limited to contradictory terms and conditions of customers, and side agreements shall only become an integral part hereof upon our express written prior consent.

1. Quotation and Conclusion of Contract

- 1.1 Our quotations and estimates are subject to change without notice and have no binding effect.
- 1.2 Contracts and amendments of contracts are only deemed to have been entered or agreed upon, as the case may be, if and when we have (i) accepted orders from Customer in writing, (ii) agreed in writing to supplements or changes requested by Customer, or (iii) delivered the goods or performed the services ordered by Customer.
- 1.3 All samples and documents (for example, prospectuses, technical descriptions, drawings, images, specifications of color, dimensions, and weight) contain approximate values only as customary in this line of business. We reserve the right to alter such samples and documents as well as the objects themselves - for example with respect to design, form, and color changes - to the extent such changes are not unreasonable to expect our customers to accept. In the case of standardized goods, the tolerances specified on the standard sheets shall be binding.
2. Prices
- 2.1 Our prices are net without discount ex place of performance (cf. section 4.1 hereof) and exclusive of transportation, packaging and other costs which will be charged separately to Customer. Discounts, in particular cash discounts, require a written agreement.
- 2.2 The value added tax valid from time to time is not included in our prices and will be shown separately in our invoices.
- 2.3 All taxes and levies, such as customs, stamp costs, and TÜV fees shall be borne by Customer.
- 2.4 We shall be obligated to deliver or render only the goods and/or services expressly specified in our quotations and/or cost estimates.
- 2.5 We shall supply protective devices (for example chain guards, hand rejecters, etc.) which are required under the applicable accident prevention regulations without separate order and charge. We shall supply fences for work paths and workstations, protective grid, scaffolding, overhead exchanging, supports, consoles, and other constructions serving to support the system only upon order and for separate consideration. Drilling work in reinforced concrete, masonry, caulking work, and painting as well as spare parts are not contained in the scope of service.
- 2.6 Packaging for transport and all other packaging shall not be taken back by us. Customer is obligated to provide for disposal of packaging not taken back by us at its own cost and to release us from any obligation to take back or recycle.

3. Deadlines

- 3.1 Deadlines shall be binding on us only if and to the extent they have been expressly agreed in writing with Customer.
- 3.2 The time of delivery-specified by us shall start to run at the date of our written acceptance or acknowledgement but not earlier than provision of any documents, authorizations and releases to be provided by Customer and not before receipt of agreed advance payments.
- 3.3 Any occurrence of force majeure or of other unusual circumstances including but not limited to labor disputes, any act or omission by a state or disruption of traffic, regardless of whether they affected us or our suppliers, shall release us from our obligation to make delivery or perform our service to Customer for the duration of the effects thereof. Should any such occurrence render our deliveries and services entirely impossible, we shall be fully released from our performance/delivery obligation. Any penalty that may have been agreed shall not be deemed to have been incurred under above circumstances.

4. Place of fulfillment, taking of delivery, acceptance and passing of risk

- 4.1 Place of fulfillment for our goods delivered or services performed shall be our plant in Bremen.
- 4.2 Partial delivery of goods and partial performance of service are admissible.
- 4.3 Our customer must receive and accept the goods/services at the place of fulfillment without delay, but at the latest within 8 workdays after our request.
- 4.4 The risk of accidental loss or accidental deterioration of goods delivered and services performed by us shall pass to Customer upon taking of delivery or acceptance thereof, but not later than upon such goods/services leaving our factory/warehouse. This shall also apply to partial delivery of goods or partial performance of services, even in cases where we have assumed additional services (such as transportation or transfer).
- 4.5 Should the passing of risk to Customer be delayed for reasons for which Customer is responsible, the risk of accidental loss or accidental deterioration shall pass to Customer no later than upon expiration of the period of time agreed under 4.3 hereof.
- 4.6 We shall be entitled to place the goods/services which our Customer has not taken receipt of or accepted within the agreed time period in storage at the costs of Customer for compensation usual for the location and to insure it against theft, breakage, fire, water, or other damage, in the event Customer does not document to us in writing within a reasonable period the obtaining of such insurance coverage.

5. Assignment / Offset / Right of Retention

- 5.1 Customer shall not have the right to assign any claims and rights it may be entitled to against us to third parties without our prior written consent.
- 5.2 Claims which are uncontested, non-appealable or ripe for judgment (proven) are the only claims Customer may offset against our claims.
- 5.3 Customer may assert the right of retention only to the extent its claim is based on the same legal relationship.

6. Intellectual Property Rights / Reservation of Title

- 6.1 All samples, papers, plans, design drawings, etc., made available to Customer are subject to our proprietary rights, copyrights, and/or other industrial property rights. The above documents may not be used for other purposes without our written approval, in particular, they may not be reproduced or made available to third parties. Such documents shall be returned to us without delay upon request.
- 6.2 We reserve title to goods delivered and/or installed (hereinafter referred to as "Conditional Goods") until full satisfaction of all claims to which we are entitled under this contract and the business relationship with Customer, regardless of the legal basis thereof, which claims have arisen or existed at the time of conclusion of contract, or will arise in the future on the basis of our business relationship. For such reservation of title, the following shall apply:
- 6.2.1 Customer shall be entitled to resell, process, mix or combine and subsequently sell Conditional Goods within the scope of extended reservation of title as long as this is done in the ordinary course of business. Customer may not pledge or transfer ownership of conditional Goods to third parties by way of security.
- 6.2.2 Any processing or refashioning of Conditional Goods shall be done by Customer exclusively on our behalf. In cases where Customer combines or mixes Conditional Goods with other goods not belonging to us, we shall acquire co-ownership in the new product in the amount of the invoiced value of the Conditional Goods. The new products resulting from such

processing shall also be deemed to be Conditional Goods within the meaning of this provision.

- 6.2.3 Customer shall assign to us in advance and as a security all claims and accessory rights it has against third parties in connection with the resale of Conditional Goods as well as claims it may have against its insurers in this regard. In cases where the goods are exported. Customer shall also assign to us all claims it presently has or will have in the future against domestic and foreign financial institutions in connection with such exportation of goods, including but not limited to all claims resulting from collection orders, letters of credit and their acknowledgements as well as from contracts of surety and guarantees. If Conditional Goods are sold by Customer with other goods not belonging to us, regardless of whether without or after processing, above claims shall be deemed to have been assigned to us on a pro-rata basis in the net amount we billed Customer for such Conditional Goods. Above assignments shall not constitute a deferral of our claim for payment against Customer.
- 6.2.4 Customer shall retain its right to collect receivables from resale despite this assignment. Our authority to collect the claims ourselves is not affected hereby. We agree, however, not to collect them as long as our Customer is not in default with respect to us, does not file a petition for opening insolvency proceedings on its assets or such proceedings are rejected due to insufficiency of assets, or a suspension of payments has not occurred. If one of the above events has occurred, Customer shall forward to us the necessary information and documents for collection of the claims and inform the various debtors of the assignment of the claims to us.
- 6.2.5 Customer shall maintain the Conditional Goods in proper condition and shall separately store and mark the Conditional Goods as goods owned by us.
- 6.2.6 Upon our Customers request, we shall re-assign to our Customer the claims and/or other assets assigned to us as security if and to the extent the value of such claims and/or other assets assigned to us exceeds the value of our claims against our Customer by 10%.

7. Defects

- 7.1 In the case of defects of new products, the following shall apply:
- 7.1.1 Customer must lodge a complaint in respect of a defect within eight (8) calendar days of receipt of the goods/services, or, in case of hidden defects, within eight (8) calendar days after their discovery.
- 7.1.2 Customer must provide us the opportunity to rectify the defect within reasonable time, which, at our choice, may be through elimination of the defect, delivery of goods/service that are free from defects or production of new work.
- 7.1.3 If rectification in the end fails, or if such rectification cannot be reasonably expected from us to be done or from Customer to be accepted, or if rectification is associated with disproportionate costs, Customer may rescind the contract or reduce the price without prejudice to claims for damages that Customer may otherwise have.
- 7.1.4 Customer's claim against us for reimbursement of expenses incurred for the purpose of rectification, including but not limited to forwarding and transportation costs and labor and material expenses, shall be excluded in cases where such costs and expenses have increased because the goods supplied or services performed were subsequently transported to a place other than Customer's premises, unless such rerouting is in line with the intended use of the subject matter of such delivery/service.
- 7.1.5 Customer shall have a right to legal recourse against us only to the extent it has not entered into agreements with its customers beyond legal warranty rights. In addition to this, the provisions set forth in section 7.1.4 above shall apply mutatis mutandis regarding the extent of Customer's recourse against us.
- 7.1.6 In cases of complaints about defects, Customer shall be entitled to withhold payments to an extent reasonably commensurate with the defects that have occurred.
- 7.1.7 The statutory period of limitation for defects of quality and of title shall be one year starting to run upon passing of risk, unless and to the extent (i) a longer period applies in accordance with sections 438(1)(2), 479(1), 634(a)(1)(2), 651 German Civil Code, or (ii) the defect was maliciously concealed, or (iii) any of the cases of liability specified in section 8.1 below has occurred.
- 7.2 Our obligation for payment of damages to our Customer shall be governed by section 8 hereof.
- 7.3 We deliver used goods - subject to section 11 below - under exclusion of our liability for defects of quality and title.
- 7.4 Above provisions shall not imply a reversal of the burden of proof to the disadvantage of Customer.

8. Damages and liability

- 8.1 Claims for damages and for reimbursement of expenses (hereinafter referred to as "Damage Claims") of Customer regardless of the legal basis thereof shall be excluded unless such Damage Claims arise from (i) the provisions set forth in the Product Liability Act („Produkthaftungsgesetz“), (ii), our intentional or grossly negligent breach of contractual or legal obligations, (iii) injury to health or physical injury of Customer caused by a breach of duty for which we are responsible, (iv) our warranty for the presence of a specific quality, or (v) our breach of material contractual obligations.
- 8.2 In the case of our breach of material contractual obligations, Damage Claims asserted by Customer against us shall be limited to foreseeable damages that are typical to the contract, unless there is intent or negligence involved, or we are held liable on the basis of injury to health or physical injury, or our warranty for the presence of a specific quality.
- 8.3 Any breach of obligation by our legal representatives or persons employed by us in performing our obligations shall be deemed to constitute a breach or violation by us.
- 8.4 Section 7.4 hereof shall apply mutatis mutandis.

9. Data Privacy

We shall be entitled to store data on our customers electronically and to process and use such data for our business purposes in accordance with the law.

10. Jurisdiction/Venue, Applicable Law, and Partial invalidity

- 10.1 The courts of Bremen (city of Bremen) shall have exclusive jurisdiction and venue for any litigation that may directly or indirectly arise out of our contractual relationship with Customer, where such jurisdiction and venue shall include, but not be limited to, matters arising from documents, bills of exchange and checks. We shall, however, at our sole discretion, also be entitled to assert claims against Customer before courts having jurisdiction and venue at Customer's place of business.
- 10.2 The laws of the Federal Republic of Germany shall apply under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 10.3 Should any of the provisions contained in a contract with Customer concerning the delivery of goods and the performance of services of which these General Terms and Conditions form an integral part, be or become invalid, the remaining provisions shall remain unaffected thereby.