

<p>General Terms of Purchase, Delivery and Payment Contract for Work and Services</p>

I. SCOPE

1. Unless otherwise expressly agreed, our General Terms of Delivery and Payment apply to all our services toward our employers in commercial business transactions, and toward legal entities under public law or special funds under public law. Only our General Terms of Delivery and Payment will apply. Unless we have expressly consented otherwise, we will not acknowledge any opposing conditions or conditions which deviate from our GTDP, or from statutory provisions. This applies even if we have not expressly objected to such conditions, or have rendered services without reservation.
2. Oral side agreements made before contract conclusion which deviate from our Terms of Delivery and Payment will be effective only if we have confirmed them in writing.

II. OFFER AND CONCLUSION

1. Unless otherwise expressly agreed in writing, any documents we attach to an offer (e.g., drawings, illustrations, technical data, references to standards, as well as information in advertising media) have been determined to the best of our knowledge at the time the offer is made, but are only approximations. Tolerances of values that are too high or too low remain reserved and permissible, provided such tolerances are typical in the trade and sector.
2. Our offers are always subject to change. Agreements will not become binding until we have confirmed the order in writing or made a delivery. We may accept a contract offer from our employer within two weeks after receiving it. Until this period expires, orders are irrevocable. If we do not respond, this will not give anyone cause to believe that a contract has been concluded. If our employer receives our order confirmation late, they shall inform us thereof without undue delay.
3. Any change to our order confirmation must be confirmed in writing by our department in charge to be effective.

III. PRICES AND PAYMENT

1. Our prices are ex works, and do not include carriage, customs, insurance, or the statutory VAT. If we make deliveries abroad, the employer shall reimburse us for all taxes, customs and other public levies we must pay in that country.
2. If the cost factors we must use to render our services (e.g., material prices and wages) increase after the date of contract conclusion, and that date is more than four months earlier than the delivery date, we may equitably raise the prices agreed at contract conclusion, using the cost increase in question as the benchmark. This does not apply if our employer resells directly to an end consumer the goods we have processed, through a distributor or after processing them further, without being entitled to pass the price increase on to the employer's buyer. § 313 BGB remains unaffected.
3. Payment must be made through a bank transfer, giro transfer, or postal cheque transfer. Once transferred, the amount will not be deemed paid until it has been credited to our account. If we accept a cheque, we do so on account of payment. Once accepted, a cheque will not be considered payment until we cash it irrevocably. We expressly reserve the right to refuse bills of exchange. Whenever we do accept bills of exchange, we do so on account of payment. Once accepted, a bill of exchange will not be considered payment until we cash it. Bank, discount, and collection charges will be borne by our employer and due for immediate payment.
4. Invoices are payable within 14 days after the invoice date. If our employer receives our invoice at a time which prohibits prompt payment, they shall alert us to the late receipt.
5. If our employer defaults on payment, interest will be calculated according to the bank rates for overdraft facilities, but at least in accordance with statutory provisions.
6. If the payment is late or the employer's financial circumstances worsen considerably, to a degree which jeopardises our claims under this contract, we may demand immediate payment or adequate security for those claims without prejudice to further statutory rights. This does not apply if we were (or ought to have been) aware of those circumstances at contract conclusion. To this extent, we may also demand prepayment or provision of adequate security before rendering outstanding services. In particular, the employer's financial circumstances will be deemed to have "worsened considerably" if:

- a petition is filed to open insolvency proceedings on our employer's assets;
- our employer discontinues payments;
- bills of exchange or cheques from our employer are not promptly cashed;
- payment is over 30 days late;
- credit insurers are no longer willing to insure claims against the employer.

Our employer may provide counterevidence that their financial circumstances have not worsened considerably and our claim to payment is not jeopardised. If within a reasonable period our employer fails to comply with our demand to either pay the agreed price in the abovementioned form, or provide security, concurrently with delivery, we may withdraw from the contract.

7. Offsetting will be permitted only for claims which are uncontested or upheld by a judgment debt.
8. A right of retention may be asserted only regarding claims which are uncontested or upheld by a judgment debt. Moreover, the claims which cause the right of retention to be asserted must be based on the same contractual relationship as our claim and adequately proportionate to that claim.

IV. DELIVERY AND SHIPPING; ACCEPTANCE

1. Delivery deadlines can be agreed as binding or nonbinding. A binding agreement on delivery deadlines requires that a delivery date not only be specified but expressly agreed in writing as binding. A pre-contractual agreement on delivery deadlines must be in writing to be effective. If the employer fails to provide the merchandise contractually or punctually, any promised delivery dates will be forfeited. New delivery dates will be agreed at the employer's request. Compliance with delivery dates also assumes we have received all documents, required permits and approvals which the employer must deliver, and that the employer has complied with agreed payment conditions and other obligations to cooperate.
2. Any default by our supplier will normally exclude default on our part against the employer, unless we could have foreseen our supplier's default.
3. If incidents of force majeure or other unforeseeable interruptions (such as strikes, lockouts, war, riots, raw material shortages, damages to machines, or government actions) which are more than short-term, which were not our fault, and which we could not have influenced

even if acting diligently, occur or become known to us after contract conclusion, the delivery period will be extended by the duration of such events. We will notify our employer of any incidents of force majeure, or interruptions of the aforementioned type, which last longer than eight weeks. Our employer may withdraw from the contract if the agreed delivery period is postponed by more than six months due to the circumstances described in sentence 1. This right of withdrawal must be asserted in writing. If the circumstances named in sentence 1 permanently prevent us from delivering, we will be released from the obligation to perform. None of the aforementioned cases entitle our employer to damage compensation.

4. If the employer defaults in accepting the goods that have been contractually offered to that party, we may store those goods on our premises, with a warehouse keeper, or on the premises of a forwarding agent, at the employer's expense and risk and without prejudice to further rights.
5. The risk of accidental loss will be transferred to the employer as soon as the goods are handed over to a forwarding agent or freight carrier, but at the latest when they leave the supplying factory's warehouse. If pickup by the employer has been agreed, the risk of accidental loss will be transferred to that party when the goods have been separated in our factory.
6. We may make partial deliveries unless this has been expressly excluded in the offer.
7. If an inspection and acceptance procedure has been agreed or is necessary, it must occur without undue delay after completion has been announced. The employer shall bear the expenses incurred by that procedure. The goods we have processed will be deemed accepted if the employer uses them or allows a third party to use them. If an agreed inspection and acceptance procedure does not occur promptly or completely and we are not to blame, the goods will be deemed accepted if a written request for acceptance is sent and a reasonable period granted for that purpose expires, provided we have particularly mentioned this consequence. The goods we have processed will be deemed accepted if the employer uses them or allows a third party to use them.
8. If the employer culpably fails to accept the goods that have been contractually offered to that party, we may store those goods on our premises, with a warehouse keeper, or on the premises of a forwarding agent, at our employer's expense and risk and without prejudice to further rights.

V. DEFAULT

1. In the event of default, our liability for delay of service will be based on statutory provisions, under the following conditions. We will not be liable for loss of potential profit, damages due to operational interruptions, or indirect or consequential damages. Otherwise, our liability is limited to 0.5% of the net order value for each full week of delay, and in total to 5% of the net order value. Defective performance will not be deemed late delivery. These disclaimers do not apply to intentional or grossly negligent conduct on our part. The preceding rules are not tied to a change of the burden of proof.
2. On our request, the employer shall declare within a reasonable period whether it will withdraw from the contract due to the delay or continue to insist on performance.

VI. RESERVATION OF OWNERSHIP

1. We will reserve ownership of the delivered goods until all our claims against the employer have been paid in full. The employer shall be careful when handling the goods whose ownership we have reserved ("reserved goods"), adequately insure them against theft, breakage, fire, water and other damages (at their original value), and verify such coverage to us on request. The employer hereby authorises us to pursue all damage compensation claims arising from those insurances.
2. However, despite our reservation of ownership, our employer may sell or process the reserved goods in the due course of business (but see VI. 3.). The reserved goods may not be transferred by way of security or pledged to the benefit of third parties. The employer will inform us without undue delay if third parties seize the goods.
3. Our employer's authorisation to sell the reserved goods in the course of due business will end if the employer's financial circumstances worsen considerably. The meaning of "worsen considerably" can be found in item III.6 of these GTC.
If our employer's financial circumstances worsen considerably, that party will return the reserved goods to us on first request. For reserved goods that have been returned, we will credit our employer with the proceeds we obtain after optimal exploitation (§ 254 BGB (German Civil Code)). The demand that the goods be returned will be deemed withdrawal from the contract.

4. The employer hereby transfers to us by way of security the employer's claims against third parties which arise from the resale of the reserved goods, even if those goods are processed, or combined or mixed with other items. Those claims may not be pre-pledged to the benefit of third parties, or assigned to third parties, without our consent. However, the employer will inform us without undue delay if third parties seize these claims. If our employer sells the reserved goods along with other items, the assignment of the claim from the resale will apply only in the amount of the resale value of the reserved goods which have been resold.
5. The employer's claims arising from a resale of the reserved goods are hereby transferred to us in the amount of the value of the reserved goods, to secure all our claims arising from the business relationship. Our employer may not sell the reserved goods without transferring the ensuing claims to us. Those claims may not be pre-pledged to the benefit of third parties, or assigned to third parties, without our consent. However, the employer shall inform us without undue delay if third parties seize these claims.
6. We will not collect the assigned claims as long as our employer complies with its payment obligations. At our request, however, our employer shall specify who the third-party debtors are and notify those debtors of the assignment.
7. If our employer processes or transforms the item we have delivered, they shall do so on our behalf. If the delivered item is processed along with other objects not belonging to us, we will acquire co-ownership of the new item in the ratio of the value of our goods to the other processed objects at the time of processing. Otherwise, what applies to the goods delivered under reservation of ownership will apply to the item created through the processing.
8. If our goods are inseparably mixed with other objects not belonging to us, we will acquire co-ownership of the new item in the ratio of the value of our goods to the other mixed objects at the time of mixing. If the mixing occurs so that our employer's item is considered the main item, it is hereby agreed that our employer shall transfer proportional co-ownership to us. The employer shall keep our resulting title for us.
9. The employer may collect the claims transferred to us. We may revoke the employer's right to collect in the cases named in item III.6, or if the employer defaults in payment. At our request, the employer shall indicate to us who the third-party debtors are and notify those debtors of the assignment.

10. If the value of the security rights exceeds the amount of the secured claims by more than 10%, we shall release a corresponding portion of the security rights at the employer's request.
11. We also reserve the rights of ownership, use, registered designs, patents, trademarks, authorship, personality and other proprietary rights going beyond the delivery object, especially to any illustrations, drawings and other documents, designs, design suggestions, templates, models, worksheets, forms, copyrights, know-how and calculations which we have provided in physical or electronic form.
12. If the employer's financial circumstances worsen considerably (see item III.6), the employer shall send us without undue delay a list of the reserved goods still available, and a list of the employer's claims arising from the sale of reserved goods, along with copies of the invoices.
13. If the law of the country in which the employer has its registered office does not allow for extended reservation of ownership, we agree to a simple retention of title.

VII. PROVISION

1. When the order is placed, the employer will notify us clearly in writing of the exact composition of the provided material, the design, type and scope of pre-treatment, the sizing agents used, and the genuineness.
2. The goods which our employer provides must feature the agreed specification, and otherwise be undamaged and uniform, and free from impurities, foreign substances or similar appearances. If our employer culpably fails to fulfil these conditions, we may demand the costs for additional work on and replacements of damaged machines, withdraw from the contract, or both. We shall test the provided material only if this has been expressly agreed with the employer. We may remove raw and finished samples from the material provided, but are not obligated to do so.
3. The employer shall bear all costs needed for provision, including transport costs.
4. We are entitled to a contractual right of lien to the goods provided to us for processing, to our benefit, for all claims arising from the business relationship with the employer. This will not affect statutory rights of lien.

5. Provision will take place at the employer's cost and risk. If the goods provided for us cannot be used for the processing, for reasons for which we are responsible, the employer shall deliver replacement goods at our request. Any additional processing of the replacement goods which becomes necessary because of this will take place without additional remuneration, although the employer shall bear the costs for the material replacement and its delivery. The only exception is mandatory liability pursuant to item IX. The preceding regulation is not tied to any change of the burden of proof.
6. At our request, the employer shall give us written information about the provided material's ownership structure, and provide corresponding documents, without undue delay.

VIII. WARRANTY

1. If there is a defect when risk is transferred, we will provide supplementary performance either by rectifying the defect or rendering the service again, at our discretion. We are also entitled to the delivery of defect-free processed replacement goods which correspond to the goods provided by our employer, at our discretion. In general, our rectification of defects or re-rendering of a service will not be deemed goodwill or acknowledgement of a legal obligation. An
2. The employer's claims to expenses necessitated by the supplementary performance, especially transport costs, road costs, and costs for materials and labour, are excluded, provided the expenses are increased because the goods are transported somewhere other than the employer's branch, unless bringing them to that location corresponds to the intended use.
3. On our request, the employer will declare within a reasonable period whether the employer will withdraw from the contract due to a defect or continue to insist on performance.
4. The employer's rights of recourse against us in accordance with § 478 BGB (German Civil Code) exist only if the employer has made no agreements with its buyer which go beyond statutory defect rights.
5. We will owe compensation for damages and expenses due to defective delivery only in accordance with the provisions of item IX.

IX. COMPENSATION FOR DAMAGE AND EXPENSES

1. We will be liable to compensate for damage and expenses only under the statutory requirements, in accordance with the following provisions. However, the regulations on delay in delivery (item V) will take precedence.
2. We will not be liable to compensate for damages or expenses regardless of legal grounds, especially due to defects, breach of contractual obligations, or tort. This applies especially, but not exclusively, to damage compensation claims due to loss of prospective revenues or profit, financing costs, and damages due to operational downtime or loss of production, as well as indirect and consequential damages. This also applies to damages which the processed goods cause to other legal goods of the employer or third parties (such as damages to other items).
3. The preceding disclaimer does not apply in the following cases:
 - a) intent;
 - b) gross negligence;
 - c) if it would oppose a guarantee we have granted;
 - d) culpable injury to life, limb or health;
 - e) liability pursuant to the Product Liability Act;
 - f) if we culpably breach an essential contractual obligation.
4. In the event of slight negligence, however, liability will be limited to compensation for foreseeable damages which are typical of this type of contract, unless we must be liable due to injury to life, limb or health or under the Product Liability Act. A contractual obligation is "essential" if it makes proper contract execution possible in the first place and the employer normally relies and may normally rely on its being complied with.
5. The preceding rules are not tied to a change of the burden of proof.
6. If our liability is limited, this also applies to the personal liability of our employees, representatives and vicarious agents.
7. As part of the employer's duty to minimise damages, that party shall diligently examine the goods we have processed before they are put to use. In particular, this also includes trying out the goods, if damages to the goods can be detected only under certain usage conditions.

X. LIMITATION PERIOD

1. Claims and rights due to a defect (damage compensation instead of or in addition to the service, claims to compensation for expenses, reduction of price, withdrawal, or supplementary performance) will become time-barred in 12 months.
2. Unlike paragraph 1, the statutory period of limitation will apply
 - a) regarding all claims and rights of the employer in the case of § 438(1)(1) BGB (third-party rights in rem which entitle those third parties to the return of the item), § 438(1)(2) and § 634a(1)(2) BGB (buildings and items), § 479(1) BGB (right of recourse) or fraudulent concealment of a defect by us, as well as to claims for damages
 - b) due to culpable injury to life, limb or health, claims under the Product Liability Act, or grossly negligent or intentional breaches of duty.
3. For the employer's other claims against us, the regular limitation period will be shortened to two years and will begin as stipulated under the statutes. This does not apply to damage compensation claims due to intent or gross negligence or culpable injury to life, limb or health.

XI. APPLICABLE LAW; PLACE OF JURISDICTION; PLACE OF FULFILMENT

1. The legal relationships between our employer and us are subject exclusively to the laws of the Federal Republic of Germany, under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention).
2. The exclusive place of jurisdiction, including for all complaints about cheques or bills of exchange, is Wesel, provided the employer is a registered trader, a legal entity under public law or special fund under public law. However, we may also sue the employer at its general place of jurisdiction or another competent court.
3. The place of fulfilment for all deliveries and payments is WESEL. The place of fulfilment for supplementary performance is the same as the original place of fulfilment for delivery.

XII. NON-DISCLOSURE AGREEMENT (NDA); MISCELLANEOUS

1. The employer shall treat as confidential all confidential information and business secrets (“Information”) we provide to that party as part of contract execution, and shall use that Information only in accordance with the contract. This does not apply to Information that a) is or becomes generally known or b) was already known to the employer when the contract was concluded, without such knowledge being based on a breach of a nondisclosure agreement or statutory provisions. The preceding obligations apply for a period of 10 years after the end of the contract.
2. Finding a provision of these conditions or a provision of other agreements to be invalid, now or in the future, will not invalidate the remaining provisions or the contract as a whole. The same applies to regulatory gaps.
3. “Schriftform” (written form under § 126 BGB) may be preserved without a signature in the signatory’s own hand or an electronic signature. Notifications per fax, email or other text forms comply with the written form requirement.

Effective as of 17 September 2018