

General Terms and Conditions of Sale of BUK Kunststofftechnik GmbH

§ 1 Scope, Form

(1) These Terms and Conditions shall apply to all of our business relations with our customers (in the following “Purchaser”). Our Terms and Conditions (in German “AVB”) shall apply only if Purchaser is an entrepreneur (pursuant to § 14 of BGB – German Civil Code) or a legal entity under public law or a public law special fund.

(2) These Terms and Conditions shall apply in particular to contracts for the sale and/or delivery of movable goods (“goods”) irrespective of whether we produce the goods ourselves or purchase these from suppliers. Unless otherwise agreed these Terms and Conditions shall apply as well - in their respective version valid at the time Purchaser placed the order and/or at any rate as last notified in text form to Purchaser – as framework agreement for future contracts of the same type without us having to refer to these again in each individual case.

(3) Our Terms and Conditions shall apply exclusively. Any deviating, opposing or supplementary General Terms and Conditions of Purchaser shall become an integral part of the contract only if and to the extent that we have explicitly consented to the application thereof. This consent requirement shall apply in any case, for example even if we with knowledge of the terms and conditions of Purchaser carry out delivery to him without any reservation.

(4) Individual agreements reached with Purchaser in individual cases (including collateral agreements, supplements and amendments) shall in any case have precedence over these Terms and Conditions. The content of such agreements must be set forth in a written contract or a written confirmation subject to proof to the contrary.

(5) Any legally significant declarations and notifications by Purchaser with regard to the contract (such as deadlines, notifications of defect, rescission or reduction) shall be made in writing (e.g. by email, letter, facsimile). Statutory form requirements and any further evidence in particular in the event of doubts about the declarant’s legitimacy shall remain unaffected.

(6) Any references made to the application of statutory provisions are for the purpose of clarifications, only. Therefore, the statutory provisions shall also apply without such a clarification insofar as they are not directly changed or are explicitly excluded in subject Terms and Conditions.

§ 2 Conclusion of the Contract

Our offers are subject to change without notice and non-binding. This shall apply also if we have supplied Purchaser with catalogues and technical documentation (such as drawings, plans, calculations, costings, and references to DIN standards), other product descriptions and documentation – including those in electronic form – in which we reserve ownership and copyright.

(2) The order for the goods placed by Purchaser shall be deemed a binding offer. Unless otherwise stated in the order, we shall be entitled to accept this offer within three weeks after receipt of the contractual offer.

(3) Acceptance shall either be declared in writing (e.g. through order confirmation) or through delivery to the goods to Purchaser.

§ 3 Forms

(1) Press mouldings, injection mouldings or any other mouldings made by ourselves or manufactured on our behalf shall be our property. In the event of any mouldings being manufactured on behalf of customer, these shall pass into Purchaser's ownership – subject to the provisions as set forth in § 9.

(2) We shall keep the mouldings in a safe place. Here it is sufficient to apply the same diligence we use for our products. The costs of repair shall be borne by us within the usual and expected framework. The storage obligation shall come to an end if within 2 years following the last delivery customer has not placed any order.

(3) We shall neither be obliged to accept any subsequent orders nor be bound to prices of previous purchase orders.

(4) These provisions shall not apply in the case of mouldings that are our own property.

§ 4 Additional and Jigging Parts

(1) In the event of Purchaser delivering additional or jigging parts such as metal parts to be pressed in or injected, delivery shall be free to our plant with a surcharge of 7.5 % covering general costs and any potential refuse. These parts are to be delivered within such a time frame as to ensure both uninterrupted processing and manufacturing.

(2) In case the additional and/or jigging parts shall not be delivered on time or insufficiently, we shall reserve the right to assert claims for damages or reimbursement of expenditures resulting from the delayed manufacturing. Furthermore, we reserve the right to stop production, resuming it at a later date, only.

§ 5 Delivery Schedule, Delay

(1) Delivery time shall be agreed upon individually and/or stated by us with the acceptance of the order. If not, delivery time shall be approximately 6-12 weeks following contract conclusion.

(2) Insofar as we can not meet binding delivery deadlines for any reasons for which we can not be held responsible (non-availability of services), we shall notify Purchaser hereof immediately, informing him of the estimated new delivery period. If the service is not available within the new delivery deadline either, we shall be entitled to rescind the contract in full or in part. Any consideration that may have been provided by Purchaser shall be reimbursed by us immediately. A case of non-availability in this sense is in particular the delayed delivery of supplies to us by our supplier, when we have concluded a congruent arrangement, if neither we nor our suppliers are at fault and/or if in a particular case we are not obliged to provide the services/goods.

(3) Whether delivery is deemed to be in default will be determined in accordance with statutory law. However, a reminder from Purchaser shall in any event be required.

(4) Both Purchaser's rights pursuant to § 8 of these Terms and Conditions and our statutory rights, in particular in the event of exclusion of the obligation to perform (due to impossibility or unreasonableness of performance and/or supplementary performance) shall remain unaffected.

§ 6 Delivery, Passing of Risk, Acceptance, Acceptance Default

(1) Delivery shall be ex warehouse which is also the place of performance for delivery and potential subsequent performance. When required by Purchaser the goods shall be sent to another place of destination (contract of sale involving carriage of goods). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular carriers, shipping routes, and packaging).

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to Purchaser with the handover at the latest. In the case of purchase by delivery the risk of accidental loss and/or accidental deterioration shall be transferred to the carrier, forwarder or the person or organization charged with the carriage of the goods. Insofar as acceptance has been agreed, latter is decisive for passing of risk. Furthermore, the legal regulations of the law of work/services by contract shall be valid for agreed acceptance also. Default of acceptance by Purchaser shall be equivalent to delivery or acceptance.

(3) If Purchaser is in default of acceptance or if he fails to meet his obligation to collaborate or if delivery is delayed for reasons for which the customer is responsible we shall be entitled to insist upon compensation for the damages we suffer including additional expenditures (e.g. storage costs).

(4) We shall not be liable in case of impossibility of delivery or for delays in delivery insofar as these have been caused by force majeure or other events not foreseeable at the time of contract conclusion (such as operating disruptions of all kind, pandemics, difficulties in procuring materials or power, transport delays, strikes, lawful lockouts, shortages in workforce, energy or raw materials, difficulties in procuring necessary approvals, official measures or non-delivery or incorrect or late delivery by suppliers), for which we are not responsible. We shall have the right to rescind the contract as far as such incidents complicate substantially, make delivery impossible or cause hindrance of not only temporary duration. In the case of hindrances of temporary nature the delivery period shall be extended or postponed by the time period of the hindrance plus a reasonable ramp-up period. If as a result of the delay Purchaser can not reasonably be expected to accept the goods or services, he may cancel the contract by immediate declaration in writing to us.

§ 7 Prices and Terms of Payment

(1) Unless otherwise agreed in particular cases, our prices current at the time of conclusion of contract shall be valid on the basis ex warehouse plus legal VAT at the rate in force.

(2) Purchaser shall bear the costs of carriage ex warehouse and - if requested by Purchaser - the costs of insurance if the goods are shipped at the request of Purchaser (§ 4 paragraph 1). Any customs duties, fees, taxes as well as any further public charges are to be borne by Purchaser.

(3) If the order represents tools and/or forming tools 30 % of the purchase price shall be due and payable at placing the order and further 30 % upon receipt of the first sample. The remaining 40 % shall be due and payable upon release of the first sample in accordance with the agreed ordering status of the drawing.

(4) As regards finished goods we shall grant – unless otherwise agreed – 2 % discount for prepayment, on delivery payment and/or payment within 10 days after date of invoice. The cash discounted granted shall in each case refer to the delivery price excluding all additional expenses.

(5) In any other case the purchase price is to be due and to be paid within 14 days after invoicing and delivery and/or acceptance of the goods. However, within the scope of an existing business relations we shall be entitled at any time to completely or partly execute delivery against prepayment, only. An appropriate declaration of reservation shall be made by us upon order confirmation at the latest.

(6) Upon expiry of the above-mentioned terms of payment Purchaser shall be in default. During the payment default the applicable statutory default interest rate will be charge on the purchase price. We reserve the right to claim any further default damages caused by the default. Our claim for t he commercial maturity interests (§ 353 HGB – Germany Commercial Code) remains unaffected.

(7) Purchaser shall be entitled to set-off or to exercise any rights of lien or retention only to the extent its claim is undisputed or has been finally adjudicated upon by the courts. In the event of defects to the delivery any opposing rights of Purchaser – in particular those pursuant to § 7 para. 6, sentence 2 of these Terms and Conditions - shall remain unaffected.

(8) If it becomes apparent following the conclusion of the contract that our purchase price claim (e.g. by an application for opening of insolvency proceedings) is at risk through insufficient ability of Purchaser to pay we shall be entitled to refuse service in accordance with statutory regulations and – if applicable after setting a deadline- to cancel the contract (§ 321 BGB – German Civil Code). In the case of contracts for the manufacture of specific items (making to specifications) we shall be entitled to immediately rescind the contract; this shall not, however, affect the legal provisions concerning the dispensability of fixing a deadline.

§ 8 Retention of Title

(1) Until complete payment of all our current and future claims arising from the purchase contract and an existing business relation (secured claims) the goods sold shall remain our property.

(2) The goods subject to the retention of title are neither to be pledged nor to be assigned by way of security to any third parties. If an application for the opening of insolvency proceedings has been made or insofar as there are any accesses of third parties (e.g. seizures) to the goods which belong to us Purchaser is to immediately notify us in writing.

(3) In the case of conduct in breach of the contract on part of Purchaser, in particular in the event of default in payment, we shall be entitled to rescind the contract in accordance with provisions of law and/or to demand surrender of the goods on the basis of retention of title. Any demand for the return of goods shall not be deemed to include a simultaneous declaration of rescission, on the contrary, we shall be entitled to demand solely the goods and reserve the right to withdraw from the contract. If Purchaser does not pay the purchase price due, we may assert these right only if we have first set the Purchaser an appropriate time limit for payment without result or if setting a time limit may be dispensed in accordance with the provisions of law.

(4) Until further notice, Purchaser shall be entitled – as stipulated in the following under (c) to sell and/or process the goods subject to retention of title within the framework of his ordinary business. In this case the following rules shall apply in addition.

(a) The retention of title covers the products resulting from the processing, mixing or combining of our goods up to the products' full value, and we shall be deemed to be the manufacturers. If during the processing, mixing or combination with items of any third parties their property right shall persist, we shall acquire co-ownership of the new item at the ratio of the invoice value of the goods processed, mixed, and/or combined. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b) Purchaser hereby assigns to us by way of security all claims against third parties, arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share to us according to the preceding paragraph. We herewith accept such assignment. Purchaser's obligations under par. 2 hereof

shall also apply in view of the claims assigned.

(c) Purchaser shall remain authorized to collect the claims alongside us. We undertake nothing to demand the claims as long as Purchaser fulfills his payment obligations to us, there is no deficiency as regards his performance capacity, and as long as we shall not assert our right of retention of title by exerting a right in accordance with par. 3. However, if this is the case we can request that Purchaser informs us of the assigned claims and their debtors, provides all information necessary for the collection, hands over the relevant documents and informs the debtors (any third parties) of the assignment. In this event we shall also be entitled to revoke Purchaser's authorization to both resell and process the goods under retention of title.

(d) If the realizable value of the securities exceeds our claims by more than 10% we shall upon request of Purchaser release the securities at our choice.

§ 9 Purchaser's Claims in Case of Defects

(1) In the event of any material defects or defects in title (including incorrect supplies and shortfalls as well as incorrect assembly or faulty assembly instructions) the statutory regulations shall apply as regards Purchaser's rights unless other provisions are made in the following. Any special statutory provisions shall remain unaffected in the event of final delivery of the unprocessed goods to a customer (supplier recourse pursuant to §§ 478 BGB – German Civil Code), even if supplier has re-processed these goods. Any claims arising out of supplier recourse shall be excluded in case the defective goods were further processed, e.g. installed in another product by Purchaser or another entrepreneur

(2) Basis of our liability for defects shall be the agreement made regarding the quality of the goods. In any case, all product descriptions and manufacturer's information shall apply that are subject-matter of the individual contract or that have been made public (in particular through catalogues or on our web homepage) at the time of contract conclusion.

(3) Insofar as quality has not been defined the statutory regulations shall apply to determine whether there is a defect or not (§ 434 par. 1 sentence 2 and 3 BGB). We shall not be held liable for any public statements by the manufacturer or any other third parties (e.g. advertising messages), that according to Purchaser's information to us have been not decisive for him to purchase the product.

(4) However, in principle we shall not be liable for any defects known to Purchaser at the time of contract conclusion or by way of gross negligence (442 BGB). Furthermore, Purchaser's claims in case of defects require that he has fulfilled his legal duty to inspect the goods and to give notice of defects (§§ 377, 381 HGB German Commercial Code). In the case of materials and other goods intended for installation or further reprocessing an inspection directly prior to processing is to be made at any rate. If at the time of delivery or inspection or at any later time a defect should materialize, notification thereof is to be made in writing immediately. In any case any apparent defects are to be notified in writing within 10 working days following delivery and any not recognizable defects discovered during inspection within the same period following discovery. In case Purchaser fails to duly inspect and/or notify the defect, liability on our part shall be excluded for the defect not notified and/or not announced in time or not duly in accordance with statutory regulations.

(5) In the event of delivery of defective goods, first, we shall be entitled to choose whether to subsequently perform by removal (repair of the defect) or by delivery of defect-free goods (replacement delivery). Our right to refuse such supplementary performance in accordance with statutory regulations shall remain unaffected.

(6) We shall be entitled to make the owed subsequent performance dependent on the fact that Purchaser

pays the due purchase price. However, Purchaser is entitled to retain a part of the purchase price reasonable in the ratio to the defect.

(7) Purchaser shall grant us the necessary time and opportunity for due subsequent performance and shall particular hand over hand over the claimed goods for inspection. In case of replacement delivery Purchaser shall return to us the defective goods in accordance with statutory regulations. Any subsequent performance shall neither include dismantling the defective goods nor re-installing it if originally we had no installation obligation.

(8) The expenses necessary for the inspection and subsequent performance, in particular as regards transport, travel, labor, and material as well as potential dismantling and installation shall be borne and/or reimbursed by us in accordance with statutory regulations if a defect does indeed exist. Otherwise we are entitled to demand reimbursement from Purchaser for any expenses incurred by unjustified requests for the rectification of defects (in particular inspection and transport costs), unless it was not possible for Purchaser to recognize the lack of defectiveness.

(9) In the event of any urgent cases such as risks to the operational safety and to avert disproportionate further damage, Purchaser has the right to carry out the defect repair himself and to demand reimbursement of the expenses incurred hereof objectively. We must be informed about these activities as soon as possible, if possible prior to the repair. The right of self remedy shall not apply if we were entitled to refuse corresponding subsequent performance in accordance with the statutory regulations.

(10) If subsequent performance has failed or a reasonable deadline for subsequent fulfillment to be set by Purchaser has expired unsuccessfully or this is dispensable pursuant to statutory regulations, Purchaser may rescind the purchase contract or reduce the purchase price. This right of rescission, however, does not apply in case of any minor defect.

(11) Purchaser shall be entitled to claim damages and/or replacement of expenses incurred in vain only in accordance with § 8; in all other respects such claims are excluded.

§ 10 Further Liability

(1) Unless not otherwise derived from these Terms and Conditions including the following provisions, we shall be liable pursuant to the statutory regulations in case of any violations of contractual and non-contractual obligations.

(2) We shall be liable for damages – for any legal ground – within the framework of fault-based liability with willful intent and gross negligence. In case of simple negligence we shall be liable only and subject to any legal limitations of liability (such as diligence observed in our own affairs, insignificant breach of duty)

a) for any damages arising from injury to life, body and health,

b) for damages arising from violation of a significant contractual obligation (obligation the proper fulfillment of which constitutes a condition sine qua non and on the fulfillment of which the contractual partner regularly relies and may rely), however, in this case our liability is limited to the reimbursement of the foreseeable, typically occurring damages.

(3) Any liability of limitations arising from par. 2 shall also apply to any third parties and in the event of any breaches of duty by people (even to their benefit) for which we are responsible pursuant to statutory regulations. These limitations shall not apply if a defect was concealed fraudulently or any guarantee for the quality of the goods was assumed as well as with regard to any claims of Purchaser according to the

product liability law.

(4) If any breach of duty does not represent a defect Purchaser shall only rescind the contract or give notice of it in case we are held responsible for the breach of duty. An unrestricted right of termination (in particular pursuant to §§ 650, 648 BGB) shall be excluded. Otherwise, the statutory requirements and legal consequences shall apply.

§ 11 Property Rights

(1) Insofar as we have to deliver items made on the basis of drawings, models or samples handed over by Purchaser, latter shall undertake that any third party has neither any property rights or copyrights as regards these drawings, models or samples nor any related or other rights which are violated thereby.

(2) Should such third party, with reference to a protective right owned by him, claim both production and delivery of any items manufactured according to Purchaser's drawing, models or samples, Purchaser shall be obliged to indemnify us against such claims upon first request, unless the violations is not based upon any legal defect of title. In this event we shall furthermore be entitled to immediately stop further production and delivery and to demand reimbursement for our expenses.

(3) Any samples sent in shall be returned upon request, only. In case if an order is not placed we shall be entitled to destroy them three months after submission of the offer.

§ 12 Limitation

(1) Notwithstanding § 438 par. 1 No. 3 BGB the general limitation period as regards claims arising from defects as to quality or title shall be one year following delivery. Insofar as a purchase agreement has been concluded, the limitation period starts with acceptance.

(2) If the goods are a building or an object which has been used as a building in accordance with its normal use and which has caused its defectiveness (construction material), the period of limitation is five years from delivery (§438 par. 1 No. 2 BGB) pursuant to statutory regulations. Special statutory regulations concerning limitation shall remain unaffected (in particular § 438 par. 1 No. 1, par. 3, §§ 444, 445b BGB).

(3) The above limitations periods of sales law shall also apply to contractual and non-contractual claims for damages by Purchaser, resulting from a defect in the goods unless the application of the standard legal limitation period (§§ 195, 199 BGB) would, in the individual case lead to a shorter limitation period. The statutory limitation periods shall apply exclusively for any damages by Purchaser pursuant to § 8 par. 2 sentence 1 and sentence 2(a) and pursuant to the Product Liability Act.

§ 13 Applicable Law and Place of Jurisdiction

(1) These Terms and Conditions and the contractual relations between us and Purchaser shall be governed by the law of the Federal Republic of Germany, excluding the international uniform law and the UN sales law.

(2) If Purchaser acts as a merchant in the sense of the commercial code, legal person of the public law or special fund under public law, the exclusive, also international, place of jurisdiction for all disputes arising either directly or indirectly from the contractual relations is our registered office in Eppingen. However, we shall be entitled in any case to file a suit at the place of performance of the delivery obligation pursuant to

subject Terms and Conditions and/or an overriding agreement or at Purchaser's place of general jurisdiction. Any overriding statutory regulations in particular as regards exclusive jurisdictions shall remain unaffected.