

## 1. Applicability of these Terms and Conditions

1.1. Our deliveries, services and offers are made exclusively on the basis of these Terms and Conditions of Sale and Delivery. These shall therefore also apply to all future business relationships, even if they are not expressly agreed again. These terms and conditions shall be deemed accepted at the latest upon acceptance of the goods or services.

1.2. Deviations from these Terms and Conditions shall only be effective if expressly confirmed by us in writing.

## 2. Offer and Conclusion of Contract

2.1. Our offers are subject to change and non-binding. Acceptance declarations and all orders require our written or telegraphic confirmation in order to be legally effective and binding. The same applies to additions, amendments or ancillary agreements.

2.2. Documents belonging to the offer, such as illustrations, drawings, weight and dimensional specifications, are only approximate unless they are expressly designated as binding. We expressly reserve ownership rights and copyrights to cost estimates, drawings and other documents. They may not be made accessible to third parties.

2.3. Our employees are not authorized to make verbal ancillary agreements or give verbal assurances that go beyond the content of the written contract.

## 3. Delivery and Performance Period

3.1. Delivery dates or delivery periods require written form in order to be binding.

3.2. The delivery period shall commence upon dispatch of the order confirmation, but not before the provision of the documents, permits and approvals to be obtained by the customer, and not before receipt of an agreed down payment. The delivery period shall be deemed met if the delivery item has left the factory or readiness for dispatch has been notified before its expiry.

3.3. The delivery period shall be extended appropriately in the event of measures taken in the context of industrial disputes, in particular strikes and lockouts, as well as in the event of unforeseen obstacles, provided that such obstacles demonstrably have a significant influence on the completion or delivery of the delivery item. In such a case, we shall also be entitled to withdraw from the contract with regard to the part not yet fulfilled. This applies in particular if the aforementioned circumstances occur at suppliers.

3.4. We shall not be responsible for the aforementioned circumstances even if they arise during an already existing delay. In important cases, we shall inform the customer of the beginning and end of such obstacles as soon as possible.

3.5. If the impediment lasts longer than three months, the customer shall be entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part not yet fulfilled.

3.6. If dispatch is delayed at the customer's request, the customer shall be charged, starting one month after notification of readiness for dispatch, the costs incurred by storage; in the case of storage at our company's factory, at least 1/2 percent of the invoice amount for each month. However, after setting a reasonable deadline and its unsuccessful expiry, we shall be entitled to dispose of the delivery item otherwise and to supply the customer within a reasonably extended period.

3.7. Compliance with the delivery period presupposes the fulfilment of the customer's contractual obligations.

## 4. Transfer of Risk and Acceptance

4.1. The risk shall pass to the customer at the latest upon dispatch of the delivery parts, even if partial deliveries have been made or if we have assumed other services, e.g. freight costs or transport and installation. At the customer's request, the shipment shall be insured by us at the customer's expense against theft, breakage, transport damage, fire and water damage, as well as other insurable risks.

4.2. If dispatch is delayed due to circumstances for which the customer is responsible, the risk shall pass to the customer from the date of readiness for dispatch. However, we are obliged, at the customer's request and expense, to arrange the insurance requested by the customer.

4.3. Delivered items must be accepted by the customer, without prejudice to their warranty rights, even if they have minor defects. Partial deliveries are permitted.

## 5. Prices and Terms of Payment

5.1. Prices are ex works or ex delivery warehouse and exclude freight, packaging and VAT, unless otherwise expressly agreed. Our invoices are due immediately at the registered office of our company; cash discounts and other deductions require a separate agreement.

5.2. If we have undertaken installation or assembly and unless otherwise agreed, the customer shall bear, in addition to the agreed remuneration, all necessary ancillary costs such as travel expenses, costs for transporting tools and personal luggage, as well as allowances.

5.3. We reserve the right to accept bills of exchange. We may refuse to accept cheques if there are justified doubts as to cover. Acceptance shall always be only on account of performance. Discount charges, collection fees and all other costs shall be borne by the customer and are payable immediately in cash. We are not obliged to present bills or cheques in due time, protest them, etc.

Heinrich Schnarr GmbH, status: February 2010. All our claims shall in any case become due immediately if the customer is in default with the fulfilment of another obligation towards us. The same applies if the customer suspends payments, is overindebted, insolvency proceedings are opened over their assets, the opening of such proceedings is rejected due to lack of assets, or circumstances become known that justify reasonable doubts as to the customer's creditworthiness.

In the event of default in payment, we may, without prejudice to further claims, charge interest at the customary bank rate, but at least interest amounting to 8 percentage points above the respective base interest rate of the European Central Bank. In the event of the customer's default in payment, we shall be entitled, at our discretion, to make further deliveries or services dependent on advance payments or security deposits, to claim damages for delay in performance, or to withdraw from the contract. This shall not apply if the customer has rightly objected to the delivery. In addition, we may return accepted bills of exchange before maturity and demand immediate cash payment.

5.4. The assertion of a right of retention or offsetting against any counterclaims of the customer is excluded unless such counterclaims have been legally established or expressly acknowledged by us.

## 6. Liability for Material Defects and Defects of Title

We shall be liable for defects in the delivery as follows, provided that, if the customer is a merchant, the customer has properly fulfilled the inspection and notification obligations under Section 377 HGB German Commercial Code; the notice of defects must be given in writing:

6.1. If material defects or defects of title exist, we shall be entitled to remedy the defect or to deliver an item free of defects supplementary performance; the choice of the type of supplementary performance shall be ours. A prerequisite for our liability is that the defect is not insignificant. If one or both types of such supplementary performance are impossible or disproportionate, we shall be entitled to refuse them. We may refuse supplementary performance as long as the customer has not fulfilled their payment obligations towards us to an extent corresponding to the defect-free part of the performance. We shall bear the expenses necessary for the purpose of supplementary performance, in particular transport, travel, labour and material costs; however, cost coverage is excluded insofar as additional costs arise because the item has been moved to a location other than the place of performance.

6.2. If the supplementary performance referred to in paragraph 1 fails or is unreasonable for the customer, or if we refuse both types of supplementary performance within the meaning of Section 439 III BGB German Civil Code, the customer shall have the right to choose either to reduce the purchase price accordingly reduction or to withdraw from the contract in accordance with statutory provisions withdrawal. Further claims by the customer, irrespective of their legal basis, are excluded or limited in accordance with Section 7.

6.3. No warranty shall be assumed for damage insofar as such damage is attributable to the following causes: unsuitable or improper use, faulty assembly by the customer or third parties, natural wear and customary wear and tear, faulty or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences unless they are attributable to us, improper modifications or repair work carried out by the customer or third parties without our prior approval.

6.4. Insofar as claims are concerned for which limited liability exists under Sections 6 or 7, the following shall apply with regard to the limitation period for such claims: In the case of the sale of used items, liability is excluded. In the case of the sale of new items, claims for defects shall become time-barred one year after delivery of the purchased item. In the case of an item that has been used for a building in accordance with its customary use and has caused its defectiveness, the limitation period shall only expire after five years. Claims for reduction and the exercise of a right of withdrawal are excluded insofar as the claim for supplementary performance is time-barred. In the case of sentence 3, however, the customer may refuse payment of the purchase price to the extent that they would be entitled to do so on the basis of withdrawal or reduction; in the event of exclusion of withdrawal and subsequent refusal of payment, we shall be entitled to withdraw from the contract.

6.5. Assurances and guarantees shall only be effectively given if we grant them expressly and in writing.

6.6. None of the preceding clauses is intended to alter the statutory or judicial allocation of the burden of proof.

## 7. Withdrawal by the Customer and Other Liability on Our Part

7.1. The statutory right of withdrawal of the customer shall, apart from the cases of Section 6, neither be excluded nor limited. Likewise, statutory or contractual rights and claims to which we are entitled shall neither be excluded nor limited.

7.2. We shall be liable without limitation only for intent and gross negligence including that of our legal representatives and vicarious agents, as well as for damage resulting from injury to life, body or health caused by a negligent breach of duty on our part or by an intentional or negligent breach of duty by our legal representatives or vicarious agents. We shall also be liable without limitation in the case of guarantees and assurances, provided that the defect covered thereby gives rise to our liability. There shall also be no limitation in the case of liability arising from strict liability circumstances, in particular under the Product Liability Act. Any liability under the principles of recourse by the entrepreneur pursuant to Sections 478 et seq. BGB shall remain unaffected.

7.3. In the event of any other culpable breach of essential contractual obligations cardinal obligations, our remaining liability shall be limited to the foreseeable damage typical for the contract. Heinrich Schnarr GmbH, status: February 2010.

7.4. Otherwise, liability is excluded, irrespective of the legal basis, in particular claims arising from the breach of principal and ancillary contractual obligations, tort and other non-contractual liability.

7.5. The same exclusions, limitations and exceptions thereto shall apply to claims arising from fault in the conclusion of the contract.

7.6. In the case of reimbursement of expenses with the exception of reimbursement pursuant to Sections 439 II and 635 II BGB, this Section 7 shall apply accordingly.

7.7. Any exclusion or limitation of our liability shall also apply to our legal representatives and vicarious agents.

7.8. Cardinal obligations are essential contractual obligations, i.e. obligations that characterize the contract and on which the contractual partner may rely; these are the essential rights and obligations that create the prerequisites for the fulfilment of the contract and are indispensable for achieving the purpose of the contract.

7.9. None of the preceding clauses is intended to alter the statutory or judicial allocation of the burden of proof.

## 8. Retention of Title

8.1. We retain title to the delivery item until all payments under the delivery contract have been received. We are entitled to insure the delivery item at the customer's expense against theft, breakage, fire, water and other damage, unless the customer has demonstrably taken out the insurance themselves.

8.2. The customer may neither pledge the delivery item nor transfer it as security. In the event of attachment, seizure or other dispositions by third parties, the customer must notify us immediately. In the event of conduct by the customer in breach of contract, in particular in the event of default in payment, we shall be entitled, after issuing a reminder, to take back the item, and the customer shall be obliged to surrender it.

8.3. The assertion of retention of title and the attachment of the delivery item by us shall not be deemed withdrawal from the contract.

8.4. In the event of deterioration of the customer's financial circumstances, we shall be entitled, at our discretion, to demand advance payment or to withdraw from the contract; in the latter case, the customer shall bear the expenses incurred by us as a result of the withdrawal.

8.5. If items delivered by us are combined with other items that are not our property, we shall thereby also acquire ownership of the new items. The customer shall store these new items for us free of charge.

8.6. If the customer is a legal entity, an institution under public law, a special fund under public law, or a merchant for whom the contract belongs to the operation of a commercial business, the retention of title shall also apply to the claims that the customer has against us arising from their ongoing business relationship.

8.7. For the duration of the retention of title, the customer shall be entitled to possess and use the delivery item as long as they fulfil their obligations under the retention of title in accordance with the following provisions of this section and are not in default of payment. If the customer is in default of payment or fails to fulfil their obligations under the retention of title, we may demand the return of the delivered item or the manufactured work from the customer and, after prior warning with a reasonable deadline, realize the delivered item or manufactured work as best as possible by private sale, offsetting the proceeds against the delivery price. The proceeds, after deduction of all costs incurred by us and any other claims related to the delivery or work contract, shall be credited to the customer's total debt. Any surplus shall be paid to the customer. In the case of instalment payment transactions involving a buyer not entered in the commercial register as a merchant, such repossession shall be deemed withdrawal. In this case, the provisions of the German Instalment Sales Act shall apply. If the company demands the surrender of the delivered item, the customer shall be obliged, excluding any rights of retention, to

surrender the delivered item to the seller without delay. All costs of repossession and realization of the delivered item shall be borne by the customer. The realization costs shall amount, without deduction, to 10% of the realization proceeds including VAT. They shall be set higher or lower if we prove higher costs or the customer proves lower costs.

8.8. As long as the retention of title exists, any sale, pledge, transfer by way of security, rental or other transfer of the delivered item that impairs the company's security, as well as its disposal, shall only be permitted with our prior written consent. In the event of access by third parties, in particular attachments, the customer must immediately notify the company in writing and must immediately inform the third party of the company's retention of title. The customer shall bear all costs necessary to remove the access and recover the delivered item, insofar as these cannot be collected from third parties.

8.9. We reserve ownership and copyright in and to all documents drawings, sketches, drafts, etc. that serve the execution of an order or arise in connection with it.

8.10. The customer undertakes neither to make these documents accessible to third parties nor to use, allow them to be used, or exploit them in any other way. This shall also apply if no copyright exists. In the event of misuse, we shall be entitled to charge the customer appropriate remuneration. Further claims shall remain unaffected.

## 9. Items Handed Over

9.1. In the event of damage to items handed over to us in connection with the order, we shall only be liable for the care we exercise in our own affairs. It is possible to insure the handed-over items at the customer's expense and in the customer's name. However, we are not obliged to offer or take out such insurance.

9.2. Parts replaced during repairs or similar work shall only be retained at the express request of the customer and must then be called for or collected no later than four weeks after delivery; any costs incurred shall be borne by the customer and charged additionally.

## 10. Confidentiality

10.1. Unless expressly agreed otherwise, information submitted to us in connection with orders shall not be deemed confidential.

10.2. We point out that we have stored company-related data of the customer, insofar as this is necessary for the processing of our orders, in accordance with the provisions of the Data Protection Act.

## 11. Applicable Law, Place of Jurisdiction, Partial Invalidity

11.1. The legal relationships between the parties shall be governed by the law of the Federal Republic of Germany.

11.2. If the customer is a registered merchant within the meaning of the German Commercial Code, Aschaffenburg shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. This shall also apply if the customer has their registered office abroad.

11.3. Should any provision of these Terms and Conditions of Sale and Delivery be or become invalid, the validity of the remaining provisions shall not be affected thereby.