

General Terms and Conditions of Sale and Delivery of the ALLRECO GmbH

1. APPLICABILITY OF THE TERMS & CONDITIONS – CUSTOMER'S DECLARATIONS

- 1.1 Our business relations with our customers are exclusively subject to these General Terms and Conditions of Sale and Delivery (hereinafter referred to as: "Terms"). We do not accept customer's terms and conditions unless we have expressly agreed to their validity. Our Terms shall apply even if we perform delivery to the customer without reservation having knowledge of conflicting or deviating terms of the customer.
- 1.2 Our Terms shall apply in particular to contracts concerning the sale and/or delivery of goods, regardless of whether we produce these goods ourselves or buy them from suppliers. These Terms shall apply as a framework agreement also for future contracts for the sale and/or delivery of goods with the same customer, even if we do not expressly refer to their applicability. The Terms shall apply in their respective version, we will immediately inform the customers about any changes.
- 1.3 With placing an order in knowledge of these Terms, however, the latest upon the receipt of the goods or services provided by us these Terms are deemed as accepted by the customer.
- 1.4 Our terms and conditions apply only to entrepreneurs in terms of §14 German Civil Code (BGB), legal entities under public law or special assets governed by public law.
- 1.5 Should we enter into individual agreements with our customers (including any supplementary, additional and amended agreements) these shall take precedence over the Terms herein. Any such agreements are to be recorded in a separate written agreement and/or our written confirmation, which are decisive for their contents.
- 1.6 Legally relevant statements or notifications which the customer is required to issue to us after the conclusion of an agreement (e.g. setting of deadlines, notifications of defects, declaration of cancellation or reduction etc.) require the written form in order to be valid.

2. ORDER, ORDER CONFIRMATION, CONCLUSION OF CONTRACT, OFFER DOCUMENTS

- 2.1 Our quotations are subject to change and non-binding. This also applies if we provide the customer with catalogues, marketing brochures, price lists, quotations, technical documentation (e.g. drawings, plans, calculations, estimates, references to DIN standards etc.) and other product descriptions or documents – also if supplied in electronic form. Also the contents of these documents are subject to change and non-binding, and the information therein is to be regarded as approximate only, unless it is expressly described as binding.
- 2.2 The ordering of goods by the customer is considered as a binding offer to enter into a contract. This applies regardless of whether the customer's order is placed in writing, electronically or orally to either us directly, our representatives or our sales force. Unless stated otherwise in the order, we shall be entitled to accept the customer's order within 4 weeks for machines and within 2 weeks for spare parts.

- 2.3 If the customer provides us with their own information for implementing the agreement such as measurements, construction drawings or other documents he is liable that no third parties' patent rights or other intellectual property rights are violated by use of these documents. Insofar, the customer has to indemnify us from any third party liability claims on first demand. We are not obliged to examine whether the implementation in accordance with documents provided to us infringes third party rights. We commit ourselves to make plans designated by the customer as confidential only available to other parties with the customer's consent.
- 2.4 The customer shall bear the risk of faulty transmission of telegraphic, telex or telephone orders and directives. We are not obliged to confirm receipt of an order electronically. Emails or faxes which we receive in the course of a business day up to 4pm are considered to be received at 4pm on that working day, do they arrive after 4pm on any particular working day they shall be considered to have arrived on the following working day at 4pm unless the customer can prove earlier retrieval by us.
- 2.5 If we issue a written order confirmation, the agreement shall be deemed concluded with this order confirmation (acceptance of contract). In this case, this order confirmation exclusively specifies the scope of our contract acceptance. If, in exceptional cases, we do not issue a written order confirmation, the contract shall in any event be concluded with the delivery carried out in accordance with Clause 4.1 or being agreed in some other way. In that event, our delivery notes or invoices shall also serve as order confirmation. This shall also apply with regard to commitments, assurances or supplementary agreements made by our sales force. They are not authorised to make any legally binding declarations so that such agreements are only effective insofar as they are confirmed in writing by the order confirmation, the delivery notes or the invoice.
- 2.6 We are entitled to make the acceptance of a customer's order (and thus the conclusion of the agreement) dependant on the rendering of a security or an advance payment by the customer.
- 2.7 In case that we provide the customer with catalogues, marketing brochures, price lists, quotations, technical documentation (e.g. drawings, plans, calculations, estimates, references to DIN standards etc.) and other product descriptions or documents – also in electronic form - we reserve all and any property rights and copyrights regarding these documents. These documents shall not be made accessible to third parties.
- 2.8 We reserve the right, even after sending out an order confirmation, to make changes to drawings and descriptions accompanying our quotations and order confirmations, which are caused by manufacturing considerations or by improvements, experience and any progress in technology, provided that in considering our interests in such changes this is reasonable to the customer. The same applies to standard industry weight and measure deviations.

3. PRICES AND TERMS OF PAYMENT

- 3.1 Prices quoted by us in the order confirmation (plus any applicable statutory VAT) are given ex works or distributing warehouse but excluding packaging, if and insofar as the following contractual stipulations do not specify otherwise or unless it was agreed otherwise in writing. Any ancillary costs, such as packaging, loading, transport, assembly and the presence of montage technicians shall be borne by the customer, unless expressly agreed otherwise, and will be invoiced separately. Similarly, the customer shall bear any customs duties, fees, taxes as well as other public charges.

- 3.2 For contracts which stipulate a delivery later than 4 months after the conclusion of the agreement and where, between the conclusion of the agreement and delivery of the goods, the applicable prices payable to our suppliers or any other costs associated with our goods (e.g. industrial agreements on wage increases, including public expenses etc.) increase, we are entitled to increase the agreed price in a way that the increased costs will be added in accordance with their percentage in relation to the agreed price, otherwise the price as confirmed in the order confirmation applies. Our right to increase prices pursuant to Clause 1 shall also apply if a delivery period of 4 months was agreed upon, but is then exceeded due to reasons for which the customer is responsible or which are attributable to their sphere of risk.
- 3.3 Shipments will only be insured if the customer expressly requests such insurance, all costs arising in this regard are to be borne by the customer.
- 3.4 If, after conclusion of the agreement, any changes to the execution of the order become necessary for circumstances beyond our control or desired by the customer, we are entitled to charge any resulting additional costs to the customer.
- 3.5 If not explicitly agreed otherwise in the individual case the purchase price for the contractual goods is payable in full with delivery ex works (Incoterms 2010 EXW). For this purpose we inform the customer 2 weeks prior to completion of the goods of the delivery date ex works. The customer either has to actuate payment in a way that the full amount of the purchase price has been received on our account on this ex works date (credited to the account) or to hand over to us until that date an irrevocable confirmed letter of credit according to our specifications. Upon the unsuccessful expiry of that date the customer is in default with the debt and in default of acceptance.
- 3.6 With the customer's default we are entitled to either deliver the Contractual Products ex works (EXW) or to make use of our right to withhold performance. Our statutory rights remain unaffected.
- 3.7 Incidental expenses shall be borne by the customer. In export transactions, any costs associated with the sending and receiving of payment shall be borne by the customer insofar as they incur in the country of the customer.
- 3.8 All payments are to be made solely to us. Company employees, agents and travelling salesmen are only permitted to accept payments if they are in possession of a written authorisation which expressly authorises them to receive such payments.
- 3.9 The customer is only entitled to assert an offset of payment against a counterclaim if his claim is uncontested, has been determined by final decision of a court or is ready for decision. The customer may not claim a right of retention if it is based on a different contractual relationship. Rights of retention which are based on the same contractual relationship are also excluded unless the counterclaim is uncontested, has been determined by final decision of a court or is ready for decision. In case of defects of the delivered goods, the rights of the customer according to Clause 7 of these Terms remain unaffected (quality of goods, notification duties, warranty).
- 3.10 If the customer is in default of payments, we are entitled to charge interest in the amount as charged by our business bank for business loans, but at least default interest of 8% above the base interest rate. We reserve the right to assert further damages, including foreign exchange losses. If and insofar as the customer is a merchant our right to claim the commercial maturity interest, § 353 HGB (German Commercial Code), remains unaffected.
- 3.11 If, after conclusion of the contract, a significant deterioration in the financial situation of the customer is recognized, we are entitled to make our services dependent on the provision of a security deposit by the customer and to set the customer a reasonable period of time to provide such deposit. Until payment of the security deposit we have the right to refuse our services. If the payment of the security deposit or the contractually agreed consideration is not provided within this period, we are after this period entitled to withdraw from the contract. A significant deterioration in the financial situation can particularly be assumed if the customer is in default with more than two payments out of the contract, an application for insolvency proceedings, an opening of settlement

procedures or statutory declaration of insolvency has been submitted or an arrest warrant has been issued or other circumstances become known which are likely to considerably impair the customer's creditworthiness. In the case of contracts for the manufacture of non-substitutable items (made to specification) we are entitled to immediately declare withdrawal from the contract; the statutory provisions regarding the dispensability of setting a deadline remain unaffected. We reserve the right to assert claims for damages, in particular regarding expenses arising for us, loss of profit etc.

- 3.12 Under the conditions of Clause 3.11 of these Terms, we are also entitled – also in case of deviating contractually agreed payment conditions – to declare our receivables due immediately or to demand adequate advance payments.
- 3.13 We are entitled to offset payments against the customer's earliest debts notwithstanding any provisions of the customer and will inform the customer of the way in which the costs have been allocated. If costs and interest have already been incurred, we shall be entitled to offset the payment first against the costs, then against the interest and finally against the principal claim.

4. DELIVERY, DELIVERY PERIOD AND DELAY IN DELIVERY

- 4.1 Unless otherwise explicitly agreed with the customer, our deliveries are made ex works (EXW) but excluding packaging and any other ancillary costs listed in Clause 3.1 of these Terms. Delivery is deemed to be carried out when the goods are provided by us to the customer in the despatch area of the supplying Doppstadt company or at a different place within our premises designated by us.
- 4.2 Delivery times are only binding if they are expressly referred to as binding in the contractual agreements with the customer. Otherwise, these shall be seen as only approximate time guidelines.
- 4.3 Agreed delivery periods shall only commence, unless otherwise explicitly agreed, upon customer's receipt of the order confirmation, but not before all technical and content-related questions which require clarification have been finally clarified with the customer, all participation services to be rendered by the customer have been finally rendered and all due payments, in particular advance payments, have been made in accordance with the contractual agreements. Agreed delivery dates will be extended accordingly.
- 4.4 Delivery time is subject to the timely, accurate and sufficient delivery by our own suppliers. We shall immediately notify the customer of any delays - where possible.
- 4.5 We are entitled to effect a later delivery in the event of delivery and/or service delays due to force majeure, government intervention, disasters, war, industrial action such as strikes and lock-outs, unforeseen malfunctions and defects or delays due to non-availability, impossibility of delivery or abnormal price increase of goods, raw materials, of means of transportation or of labour, as well as in case of delays due to traffic disruptions or export bans, import bans or transfer bans or any other unforeseen events which we are not responsible for regardless of whether these occur in the country of origin, the transit country or the destination country, in our own factories or the factories of our suppliers or carriers. We shall immediately inform the customer about the onset and end of any such events. In the event of hindrances of a temporary nature, we are entitled to postpone delivery or service by the duration of the hindrance plus an appropriate restart time. In this respect, the customer shall have no claims for non-delivery or late delivery. If in such cases we are not able, even after a reasonable extension of time, to perform the service or the service becomes unacceptable, we are entitled to withdraw from the contract. In cases of impasse, we have the right to withdraw from the whole contract or from the part of the contract which is not yet fulfilled. We will immediately notify the customer of this. Any relative financial consideration of the customer will also be refunded immediately. The customer can request that we declare whether we will withdraw from the contract or deliver within a reasonable period of time.

- 4.6 In case of import or export transactions we shall be entitled to withdraw from the contract if the necessary permits are not granted.
- 4.7 We are also entitled to withdraw from the contract if the fulfilment of the contract encounters unforeseen hindrances, in particular technical difficulties which are insurmountable or whose elimination would require an effort disproportionate in comparison to the value of the services to be provided by us unless we are liable for such hindrances.
- 4.8 Delay in delivery shall only arise after notice by the customer. In the case of delay in delivery, the customer is only entitled to withdraw from the contract if he first sets an appropriate period of grace after the commencement of the default period.
- 4.9 Contractual penalties because of delayed delivery by us are excluded.
- 4.10 Compensational claims for damages due to delay shall be limited to the amount of 5% of the purchase price. This shall not apply if the delay is due to intent, gross negligence or breach of an essential obligation or if the delay represents a material breach of duty; in this case the statutory liability shall continue to apply. What constitutes a substantial violation of duty in this sense is detailed in Clause 8.3 of these Terms. Such statutory liability as described under Clause 2, however, shall be limited to the respective foreseeable damage if the delay is due to gross negligence of other vicarious agents, i.e. being neither one of our legal representatives nor one of our executive staff or the material breach of duty was only caused through negligence.
- 4.11 If the customer seeks compensation instead of service as a consequence of the delay, the customer shall only be entitled to such claims if the delay is due to intent, gross negligence or a material breach of duty or represents a material breach of duty according to Clause 8.3 of these Terms and are if caused negligently limited to the respective foreseeable damage. If the damage is not caused by a breach of duty referred to in Clause 1, our liability shall be limited to 50% of the purchase price for the contractual products.
- 4.12 The limitation of liability detailed above under Clauses 4.10 and 4.11 shall not apply if we expressly agreed with the customer upon a commercial transaction for a delivery by a fixed date.

5. TRANSFER OF RISK, DEFAULT OF ACCEPTANCE

- 5.1 In case of delivery ex works (EXW), we bear the risk until the point of time at which we according to Clause 4.1 provide the purchaser with the goods at the location specified or suitable.
- 5.2 We will ship the goods to a different destination at the request, risk and expense of the customer. Unless otherwise agreed with the customer, we are entitled to designate the form of shipment, in particular the transport companies, the despatch routes and the kind of packaging.
- 5.3 If delivery is made on terms other than ex works (EXW), the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall at the latest pass to the customer upon the goods leaving our delivery premises or if they are handed over at the production or warehouse premises to a means of transport, forwarder, carrier or any other person designated to carry out the despatch, regardless of who contractually bears the freight costs.
- 5.4 Insofar as the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay has not already been transferred to the customer pursuant to the clauses above, such risks shall in any case be transferred to the customer, if he falls in default of acceptance, fails to provide co-operation duties or our performance is delayed for other reasons which are attributable to the customer.

In such cases we are entitled irrespective of any other claims:

- a) to store the goods at the expense and risk of the customer at our or third party's premises and order the customer to pay the storage costs in the amount of at least 0.25% of the invoice amount for the goods which are not being accepted for each commenced week of storage.

or

- b) to either sell the goods not being accepted after a reasonable period of grace set by us or to withdraw from the contract in the amount of the goods not being accepted and to claim damages in lieu of performance in the amount of 20% of the agreed price as compensation.

Our right to prove higher damages and any other statutory claims, in particular claims for reimbursement of additional expenses, reasonable compensation and termination, remain unaffected.

6. RETENTION OF TITLE

- 6.1 Goods delivered remain our property until full payment of all receivables arising from the business relationship with the customer, and where cheques or bills of exchange were accepted, until these are conclusively cleared at bank. The receivables secured by retention of title also include future receivables arising against the customer. If the customer has an open trade account relationship with us, the retention of title is valid until settlement of any and all claims arising from the account. Where we have entered into contingent liabilities (e.g. bank guarantees or acceptance of bills of exchange) in the interest or at the request of the customer until final release from these liabilities.
- 6.2 The customer shall treat all goods which are subject to retention of title with care; in particular they are obliged to insure the goods sufficiently against fire, water, burglary, theft and/or any other damage by third parties at nominal value and at their own expense. At our request, any relevant insurance documents shall be submitted to us for inspection. Under the dissolving condition of expiry of the retention of title, the customer assigns herewith any and all claims against the insurances. As far as maintenance, servicing and/or inspection works are required, the customer has to carry out these works obligations in due time at his own expense.
- 6.3 As a general rule, the co-operation between us and companies that intend to distribute our products is undertaken on the basis of distributorship contracts. If the distributors have been authorised in these contracts or the customer has expressly been authorised by us in any other way to sell the purchased goods in the proper course of business, the following additional provisions shall apply:
 - 6.3.1 The customer herewith assigns to us all receivables, including all ancillary rights, accruing to them due to resale to their customers or to third parties, regardless of whether the goods have been resold with or without further processing. If the goods, which are subject to retention of title, are resold by the customer together with other goods not supplied by us, the assignment of the claim from the resale shall be limited to the amount of the invoice value of the respective sold reserved goods. In the event that goods are sold in which we hold co-ownership pursuant to Section 6.4.2 below, the assignment of the receivables shall equal the value of this ownership share. The receivables assigned shall be served as security in the same scope as the reserved goods.
 - 6.3.2 At our request, the customer has to specify by name the customers to whom he has resold the goods.
 - 6.3.3 The customer is only entitled to resell the goods which are subject to the retention of title if his customers either pay the full purchase price immediately upon transfer of the purchased item (payment with delivery) or if he has also agreed an effective retention of title with his end customer(s).

- 6.3.4 Even after assignment of a claim to us, the customer shall remain authorised to collect any receivables. The customer is, though, not entitled to an assignment of the claim, including to a factoring business. Our entitlement to collect the claim ourselves remains unaffected. We commit ourselves not to collect the claim as long as the customer duly meets his payment obligations arising from the business relationship and no case as described in Clause 6.3.5 below applies. If our receivables are due, the customer has to forward collected amounts immediately to us.
- 6.3.5 We may revoke a direct debit mandate and/or may collect the receivables ourselves at any time if the customer is in default of payment obligations arising from the business relationship or if a substantial deterioration of the customer's financial situation, pursuant to Clause 3.11 of these Terms, arises.
- 6.3.6 If the conditions for exercising the right of withdrawal exist, we may request in addition to naming of the debtor that the customer assigns to us any return claims against their customers, provides us with all and any necessary information required for the collection of receivables, hands over all relevant documents and informs the debtor (third parties) of the assignment. In addition, we reserve the right to personally advise the debtors of such assignment.
- 6.3.7 If the assigned receivables are included in a trading account between the customer and their customers, the customer already herewith assigns to us the part of the balance from that account which is equivalent to our claim. This assignment shall be made both in respect of the particular closing balance as well as in respect of a possible prior surplus. If intermediate balances are made, and their carrying forward has been agreed upon, the receivables from the intermediate balance being due to us in accordance with the aforesaid provision shall be treated as being assigned to us for the next balance.
- 6.4 Until full payment for the reserved goods, the customer is only entitled to process, and/or combine and/or inseparably mix the goods (e.g. by installing them on another assembly) with other goods (not belonging to us) in the proper and orderly course of business, as long as he is not in default of payment and he has provided a guarantee or other comparable security covering the outstanding receivables from the purchase price. In such cases the following shall apply:
- 6.4.1 The processing or modification of the purchased item by the customer will always be carried out on our behalf, without the customer being entitled to raise any claims resulting thereof.
- 6.4.2 If the item purchased is processed using other items not belonging to us, then we shall acquire co-ownership of the new item in the proportion of the value of the item purchased to the other items processed at the time of processing
- 6.4.3 If the item purchased is inseparably combined or mixed with other objects not belonging to us, we acquire joint ownership of the new item in proportion to the objective market value of the goods purchased in respect of the other combined or mixed items at the time of combining or mixing. Unless otherwise agreed upon, the objective market value of the purchased goods shall be determined by the final invoice amount including VAT.
- 6.4.4 If the combination or mixing was undertaken in such a way that the object of the customer is to be regarded as the main item, it is agreed that the customer transfers proportional joint ownership to us. The customer shall hold the sole ownership or joint ownership thus created on our behalf or, insofar as the customer does not possess the object, he assigns herewith his right to recover possession to us.
- 6.4.5 In all other respects, all provisions of this Clause 6 (Retention of Title) shall apply unchanged for the product created by modification, combination and/or mixing as for the reserved goods.

- 6.5 If the customer is in default with payments from this business relationship, we are entitled to prohibit the resale of the goods subject to retention of title, their modification, mixing and/or their combination with other objects at any time. In addition, the customer shall only be entitled and authorised to the resale or any other use of the goods which are subject to retention, if it can be guaranteed that the receivables pursuant to the aforementioned clauses are assigned to us, and in particular, that no non-assignment clauses in the customer's relationship with his customers exists.
- 6.6 Until full payment of the secured claims, the customer shall not be entitled to pledge or to transfer by way of security the reserved goods. In the event of seizures or other actions by third parties concerning the goods, the customer shall without delay notify us in writing and, if necessary, take any appropriate immediate action. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a successful legal action in accordance with § 771 ZPO (German Code of Civil Procedure), the customer shall be liable for any loss incurred by us.
- 6.7 If the customer acts in breach of contract, particularly if he gets in default with due payments, we are entitled to withdraw from the contract following the statutory provisions and/or to request the surrender of the goods on account of our retention of ownership. The demand for returning of the goods does not simultaneously include a withdrawal from the contract, rather, we are entitled to reclaim the goods only and reserve the right of withdrawal from contract. If the customer does not render any payments due, we may exercise these rights only if we have set the customer a reasonable period of time for payment or if such setting of a deadline is dispensable in accordance with statutory provisions. In addition, we are entitled to claim compensation from the customer for the loss occurred.
- 6.8 If we request the surrender of the goods, we are entitled to enter the customer's site, their premises and buildings to take possession of our property and to ship the goods to a different location or arrange for such a shipment.
- 6.9 The customer must, at any time upon our request, provide us with information concerning the whereabouts of the reserved goods and about any receivables arising from a possible resale.
- 6.10 We undertake, upon the customer's request, to release the securities (goods and receivables) to which we are entitled pursuant to the above provisions at our discretion insofar as their realisable value exceeds the receivables to be secured by more than 10% or as their estimated value exceeds the receivables to be secured by more than 50%.
- 6.11 If the reservation of title agreed in the provisions above is not approved in its entirety under the law of the country in which the goods subject to retention are located, the customer must inform us of this at the latest upon conclusion of the contract. In such case, rather than the reservation of title agreed here, the security which economically comes closest to this agreement shall be considered as agreed upon. Where such additional conditions are to be created or measures by the client are required (e.g. statements by the client and/or measures to preserve formal requirements), the customer undertakes to carry out all of these measures at our request, and/or to assist in the fulfilment of these conditions.

7. CONDITION OF GOODS, REPORTING OF DEFECTS, WARRANTY

- 7.1 The quality of the goods owed by us derives solely from the contractual agreements made with our customers. Public statements by third parties, which go beyond the information about the goods we provide, are not binding for us.
- 7.2 Information on our goods (technical data, measurements etc.) is only estimated and approximate unless they have been expressly designated as being binding. These specifications do also not represent a guarantee of quality, durability or any other guarantee unless we have expressly furnished a guarantee designated as such.

- 7.3 The customer is liable for the correctness of specified dimensions and for the correctness of design drawings supplied by him, as well as for any similar documents which have influence on the suitability of the ordered items for the intended or customary use or which affect the condition of the goods in other ways.
- 7.4 Statutory warranty rights of the customer require that he has fully complied with the requirements to inspect the goods and report defects in accordance with § 377 HGB German Commercial Code.
- 7.5 The notification must be made immediately, but at the latest within 7 days after delivery of the goods, in case of hidden defects calculated from discovery of the defect, and has to indicate the order data and the invoice and delivery number.
- 7.6 Justified and timely reported defects are at our discretion either remedied free of charge (rectification of defect) or we supply a faultless product (replacement). Our right to refuse supplementary performance pursuant to statutory law remains unaffected.
- 7.7 We are entitled to fulfil our warranty liabilities towards the customer upon prior notice also by remote diagnosis via the telematics system described in Clause 9.1. The customer will participate in the remote diagnosis to a reasonable extent. The remote diagnosis is made in compliance with statutory regulations. If a remote diagnosis is not possible or difficult to carry out for reasons for which the customer is responsible, the customer has to bear the resulting costs.
- 7.8 A repair is only carried out at our premises or premises expressly specified by us. If the customer requests an inspection or repair at a different place, the customer has to bear the resulting additional costs. The same applies if additional costs arise because the customer has brought the goods to a place other than their company premises, unless such transfer is in accordance with the intended use.
- 7.9 We are entitled to make any supplementary performance subject to prior payment of the due purchase price, whereas the customer shall be entitled to retain a portion of the purchase price appropriate to the value of the defect.
- 7.10 The customer is obliged to give us the time and opportunity to remedy a defect, in particular to provide us with the rejected goods for testing purposes. Should we make a replacement delivery, the customer is obliged to provide us with the goods exchanged in accordance with the statutory provisions. Also in case of rectification, all products and parts replaced shall pass into our ownership. If we were originally not committed to assemble products or parts, the supplementary performance includes neither dismantling the defective item nor the resultant installation.
- 7.11 We are entitled to demand the return of all expenses that we have had to bear for the inspection of the defect and the supplementary performance if the customer's claim for remedy of defect proves to be unjustified.
- 7.12 Insofar as we meet our obligations to remedy the defects, the customer is only entitled to demand a reduction in payment or cancellation of the contract if the rectification measures taken should prove to have failed.
- 7.13 Further claims by the customer - for whatever legal reason - are excluded. We are therefore only liable for damages which are not caused to the supplied item itself, in particular for lost profits or other financial losses of the customer:
- a) if the customer demands compensation for damages in lieu of performance because the item delivered lacks a quality we guaranteed, or
 - b) if we caused the damage intentionally or through gross negligence or by breach of an essential contractual obligation.

This liability, however, shall be limited to the respective foreseeable damage if the damage is caused by the gross negligence of other vicarious agents i.e. neither by one of our legal representatives nor by one of our executive employees, or if the essential breach of obligation was only caused through negligence. If and when an essential material breach as defined by Clause 7.13 exists, more detail is to be taken from Clause 8.3 of these Terms.

- 7.14 If the customer himself or via third parties interferes with the products any warranty or guarantee claim will lapse.
- 7.15 We are not liable for normal wear and tear, damages resulting from improper handling, unsuitable or improper use, storage or installation and/or for other external impacts or any defects which result from documentation submitted or approved by the customer (drawings, descriptions etc.).
- 7.16 For products from third-party suppliers, our liability is restricted to the assignment of claims for defects to which we are entitled against our sub-supplier. Our own liability arises again only if a claim towards the third party fails, without the customer having to take legal action against the third party.
- 7.17 Warranty claims become time-barred after 1 year starting with the date of delivery or the notification of readiness to dispatch.

8. TOTAL LIABILITY

Beyond the regulations in Clauses 4.10 and 4.11 as well as 7.13 any liability on our part - regardless of the legal nature of any claim(s) asserted - shall be excluded, unless we are liable in accordance with the following regulations:

- 8.1 Irrespective of the legal nature of the claims asserted, we are without any limitation liable to the customer for damages which have been caused by intent or gross negligence by our legal representatives or executive employees or by intent from other vicarious agents.
- 8.2 Additionally, we assume unlimited liability towards the customer for damages arising from loss of life, bodily harm and injury or illness, physical injury or damage to health, from the assuming of a guarantee or a procurement risk, the Product Liability Act, if we have fraudulently concealed a defect, as well as in the case of initial inability or impossibility attributable to Doppstadt.
- 8.3 Furthermore, we shall be liable for damages resulting from the breach of an essential contractual obligation, i.e. an obligation, the fulfilment of which is essential for due implementation of the contract and on which the contractual partner can reasonably expect to be able to rely. In this case, liability is limited to the foreseeable and typically occurring damage.
- 8.4 Furthermore, we shall be liable for damages caused by the grossly negligent behaviour of other vicarious agents, whereas liability shall be also limited to those damages which can be expected to typically occur within the framework of a contract at hand.
- 8.5 If, regardless of liability limitations set forth in the preceding clauses, a manufacturer's liability exists, then for any damage to property and/or a further resulting financial loss, liability shall be limited to the amount of compensation from the insurer. This does not apply, if the insurance does not or does not fully cover the damage, in which case we are liable up to the amount of coverage.
- 8.6 In so far as our liability is excluded or limited, this shall also apply in favour of our employees or other vicarious agents in the event that the customer brings a claim directly against them.

9. TELEMATICS SYSTEM

- 9.1 Doppstadt has developed a telematics system for its machinery and plants which allows us to retrieve data from the machines via remote enquiry using a built-in transmitter. There is no retrieval of personal data via this system.
- 9.2 Unless expressly agreed otherwise with the customer, Doppstadt is entitled to access such machine data at any time at its sole discretion and to evaluate it. The customer shall support such remote access to any reasonable extent. For the fulfilment of warranty obligations by remote diagnosis Clause 7.7 shall apply.

10. PLACE OF FULFILMENT, PLACE OF JURISDICTION, APPLICABLE LAW

- 10.1 Unless explicitly specified otherwise in the contractual agreements with the customer, place of fulfilment for delivery and payment shall be our place of business.
- 10.2 Place of jurisdiction shall be our place of business. In addition, we are also entitled to file lawsuits against the customer at their place of business.
- 10.3 All legal relationships between us and the customer shall be governed by and construed in accordance with German law under exclusion of the United Nations Convention on the International Sale of Goods, dated 11.04.1980 (CISG).
- 10.4 Should individual clauses of the contract between us and the customer be or become completely or partially invalid or unenforceable, the validity of the remaining clauses shall remain unaffected. In replacement of the invalid or unenforceable clause a valid provision shall be deemed to have been agreed that corresponds with the meaning and purpose of the invalid provision and comes closest to the economic interests of the parties. This also applies in case of contractual omissions.