

General Terms and Conditions of Purchase (GTCP) of delwo metall GmbH, 66538 Neunkirchen, Germany

I) Scope

- All deliveries, services and offers of our suppliers or other contractors (hereinafter jointly referred to as Contractor) are exclusively based on these General Terms and Conditions of Purchase (GTCP). They form part of all agreements that we conclude with our contractors for their deliveries and services. They also apply to all future deliveries, services and offers to the Customer, even if they are not separately agreed again.
- The terms and conditions of business of our Contractors or third parties do not apply, even if we do not separately object to their applicability. Even if we refer to a written communication containing general terms and conditions of the Contractor or a third party or which refers to such, this shall not constitute agreement with the applicability of such general terms and conditions. If terms and conditions are specially agreed for a specific order that deviate from these General Terms and Conditions of Purchase, these General Terms and Conditions of Purchase are of subordinated importance and apply only as an addendum.

II) Offers and orders

- The Contractor shall prepare and submit free-of-charge, non-binding offers to the Customer.
- An order shall only be deemed to have been placed if placed in writing by the Customer. Orders placed verbally or via telecommunication shall only be binding for the Customer once the Customer has confirmed them subsequently by submitting a written order. By accepting an order, the Contractor confirms that it has perused the documentation and thus obtained information on the type of execution and scope of services. If the documents submitted by the Customer contain apparent mistakes, incomplete information, typing and/or calculation errors, the Customer shall not assume any liability. The Contractor undertakes to inform the Customer about such mistakes so that the affected order can be corrected and renewed.
- Deviations in quality and quantity compared with the text and content of the affected order and subsequent contractual amendments shall only be deemed to have been agreed once the Customer has explicitly agreed to them in writing.
- The Customer requests for any orders it places to be confirmed immediately, but no later than within one week from placing the order. Failure to do so shall entitle the Customer to cancel the order. Any deviation from the Customer's order and potentially submitted documents or changes to the consistency, quality, performance, etc. of the goods / services to be delivered that deviate from the specifications in the order or the previously delivered or agreed design shall require prior written consent from the Customer.
- The Customer may change (technical) details up to four weeks prior to the delivery date. If the Customer is provided with initial samples or patterns, series production may only start once explicitly agreed in writing.

III) Fees, payment conditions, invoicing details

- The fee stated in the order is binding.
 - Unless otherwise agreed in writing, the fee includes delivery and transport to the delivery address stated in the agreement, including packaging.
 - If the agreement concluded states that packaging is not included and the fee for the packaging, which is provided on a permanent rather than leased basis, has not been stated separately, this fee shall be calculated at evidenced cost price. The Contractor shall accept the return of the packaging at its own cost if requested to do so by the Customer.
 - Unless otherwise agreed, the Customer shall pay the purchase price within 14 days from receipt of goods and invoice less a 3% discount, or within 60 days in full. The deadlines start from receipt of invoice, but not before all of the goods have been received in a fault-free condition or until the services have been approved and, if documents or similar papers are included in the scope of delivery, not until they have been transferred to the Customer as contractually agreed. The same rule applies to partial deliveries and/or services. Delays caused by inaccurate or incomplete invoices do not impact the discount periods.
- Payments shall be made via bank transfer. For payments owed by the Customer to be deemed to have been made on time, the receipt of the transfer order at the Customer's bank shall be sufficient.
- Invoices shall be issued to the Customer separately for every order and only once the delivery obligations have been met. This does not apply if partial deliveries have been agreed. The Customer's order number, item number, delivery quantity and delivery address shall be stated in all order confirmations, delivery papers and invoices. Failure to provide one or several of these details resulting in the Customer being delayed in processing the invoice during the normal course of business shall result in the payment periods stated in paragraph 4 being extended by the duration of the delay.
 - When dealing with businesspersons, the Customer may withhold payments to a reasonable amount, if necessary, from the date counterclaims are incurred. This rule does not apply if the Contractor provides corresponding securities.
 - In the event of payment default, the Customer shall pay default interest in the amount of five percentage points above the base rate in accordance with Section 247 of the German Civil Code (Bürgerliches Gesetzbuch – BGB).
 - The potential retention of title by the Contractor shall be acknowledged on condition that the ownership in the purchased item is transferred to the Customer upon payment for this item. Expanded or extended retentions of title shall be prohibited, in particular.
 - The Contractor is prohibited from assigning its receivables from the contractual relationship to third parties. This rule does not apply if the receivables are of a monetary nature.

IV) Dispatch and delivery

- The goods and/or services shall be dispatched to the address stated in the order, unless otherwise specified.
- Partial deliveries and the transfer of orders by the Customer to third parties (subsuppliers, subcontractors) are only permissible with prior written consent from the Customer. The Contractor shall pay any additional costs.
- The Contractor carries the risk of accidental destruction and accidental deterioration (particularly transport risk) until the Customer obtains the actual authority over the items delivered at the specified delivery address. In the event of contracts for work and services and/or contracts for work and materials as well as deliveries including assembly or installation, the risk is transferred upon acceptance.

V) Delivery dates and deadlines

- Agreed delivery dates and deadlines are binding. They start on the date of order. The goods shall be delivered to the location stated by the Customer within the delivery deadlines and/or on the delivery date. The Contractor shall notify the Customer immediately of any expected delivery delays. However, this does not indemnify the Contractor from damages claims that the Customer may be entitled to assert. The Customer is not obliged to accept the goods prior to the expiry of the delivery date.
- If agreed delivery dates or deadlines are not met, the Customer may, after giving warning, withdraw from the agreement and/or claim damages instead of the service. The Customer may also insist on the services and/or fulfilment of the contractual obligations and claim damages for delays and the reimbursement of unnecessary expenses.
- When short selling, the Customer may also withdraw from the agreement and/or claim damages instead of the service even without giving a reasonable period of grace for providing the service or subsequent fulfilment. In the event of non-performance, the Customer may claim damages in the amount of 15% of the total net order value and

0.5% of the total net order value in the event of performance delay per calendar week started, but no more than 25% and/or withdraw from the agreement. The above provision does not exclude proof that the damages to be paid by the Contractor exceed these amounts. The Contractor may also provide proof that no, or significantly less, damages were incurred than those asserted under the flat-fee rule above. The contractual penalty paid is deducted from any damages claims.

VI) Declaration of origin

- If the Contractor issues declarations of origin for the goods sold, the Contractor shall, upon our request, make it possible for the customs administration to check the certificates of origin and also provide the required information as well as any confirmations that may be required.
- The Contractor shall further reimburse damages caused by the origin declared by the Contractor being incorrect and/or not recognised by the competent authority due to incorrect certification or lack of possibilities to check the origin.

VII) Warranty and liability

- The Contractor shall explicitly guarantee that the goods sold fully match the samples, patterns and descriptions provided by the Contractor. The information provided by the Contractor in connection with the sales talks, and particularly advertising materials and/or other product descriptions shall respectively apply as the contractually agreed properties of the products. With this said, the Contractor shall guarantee that the products have the contractually agreed properties, but regardless of such at least that the products can be used as contractually agreed or have properties that are standard for goods of the same type and quality or that can be expected.
- The Customer is entitled to the unrestricted legal claims should the goods be defective. If the type of subsequent fulfilment chosen by the Customer fails within a period of grace given for this purpose, the Customer may, in the event of the Contractor being a businessperson, rectify the defects itself or engage a third party to do so or purchase other goods to cover its requirements at the cost of the Contractor, also in the event of purchase agreements. In the event of the safety of operations being endangered and/or to prevent unusually high damages for the Customer or third parties, the Customer may, even without first agreeing, rectify and repair defects at the cost of the Contractor if it is no longer possible to inform the Contractor of the defect and impending damage and grant the Contractor even a short period of grace to rectify the defect itself.
- Deviations from quality and quantity shall always be deemed to have been reported on time if the Customer notifies the Contractor of such deviations within five working days from the goods being received by the Customer. However, hidden material defects shall be deemed to have been reported on time if the Contractor is notified within five working days from uncovering the defect.
- By receiving or approving samples or patterns that have been supplied, the Customer shall not waive its warranty claims.
- Any form of fault rectification, particularly subsequent repairs and/or deliveries, interrupt the statutes of limitation. The receipt of the Customer's written notification of defect by the Contractor interrupts the statutes of limitation of warranty claims until the Contractor rejects the Customer's claims or declares the defect to have been rectified or otherwise refuses to continue to negotiate the Customer's claims. If replacement goods are delivered and defects are rectified, the warranty period for replaced and repaired parts starts anew, unless the Contractor's conduct gives the Customer reason to assume that the Contractor did not feel obliged to take action but only delivered the replacement goods or rectified the defect as a gesture of goodwill or for similar reasons.
- The warranty period is 24 months and starts on the date the service has been provided in full (if applicable, approval and/or assembly or installation).
- The Contractor shall generally assume liability to the Customer for all types of misconduct, particularly for every type of negligence of its employees and other agents.

VIII) Product liability

- The Contractor shall assume liability for all third-party claims on the grounds of personal injury or material damages that are caused by a defective product delivered by the Contractor. The Contractor shall hold the Customer harmless of any resulting liability. If the Customer is obliged to recall a product from third parties due to a defect in a product delivered by the Contractor, the Contractor shall carry all of the costs relating to such product recall.
- The Contractor shall, at its own cost, obtain product liability insurance with sufficient cover to also include costs resulting from defects (particularly compounding, mixing and processing damage, cost of removal and installation). The Contractor shall send the Customer a copy of such liability insurance policy at any time upon request.

IX) Production materials

Any tools, models, drawings and other documents of any kind provided by, or manufactured for, the Customer (production materials) shall be exclusively used for performing orders from the Customer and shall not be made accessible (even in part) to third parties without prior written consent from the Customer. They shall be sent to the Customer free of charge and without delay upon request, but no later than two years from their last use. Production materials and raw materials provided by the Customer remain the property of the Customer. Production materials, which the Contractor produces and processes for the purpose of fulfilling the Customer's order, shall become the property of the Customer in its capacity as manufacturer.

X) Final provisions

- The place of fulfilment for all deliveries and services is the place of delivery specified by us or Neunkirchen / Saar, Germany, if such place has not been specified.
- If the Contractor is a businessperson, legal entity under public law or special trust under public law or if the Contractor does not have a general place of jurisdiction within the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the Customer and Contractor shall either be Saarbrücken, Germany, or the head office of the Contractor, at the Customer's discretion. In such cases, however, Saarbrücken, Germany, shall be the sole place of jurisdiction for proceedings against the Customer. Mandatory legal provisions regarding sole places of jurisdiction remain unaffected by this provision.
- The relationships between the Customer and Contractor are exclusively governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11/04/1980 (CISG) shall not apply, in other words its provisions are excluded.
- Should any of the above provisions be or become ineffective, this shall not affect the effectiveness of the agreement as a whole. Should the agreement or these General Terms and Conditions of Purchase contain omissions, such legally effective provisions which the contracting parties would have agreed to fulfil the economic purpose of the agreement and the purpose of these General Terms and Conditions of Purchase had they been aware of the omission shall serve to remedy the omission.