

TERMS AND CONDITIONS OF SALE AND DELIVERY

DEUTSCHE VORTEX GMBH & CO. KG

1. QUOTATION AND CONFIRMATION OF ORDER: DOCUMENTS, DRAWINGS AND DIMENSIONS: SUBJECT TO RECEIPT OF SUPPLIES

1.1 Any and all quotations, deliveries and services are provided subject exclusively to our Terms and Conditions of Sale and Delivery. These also apply for all future business relationships. Any deviating terms and conditions or terms and conditions of purchase on the part of the Customer or a third party are hereby explicitly refuted. This refutation also applies even if we do not explicitly refute any terms and conditions of business or purchase on the part of the Customer or a third party in future. Even if we make reference to a letter from the Customer which includes or refers to the terms and conditions of the Customer or a third party, this does not constitute acceptance of the validity of said terms and conditions.

1.2 Any statements by us must be made in writing or in electronic form in the meaning intended in §§ 126 a, 126 b, 127 German Civil Code (BGB). Any statements of any kind or any supplementary agreements made verbally, over the telephone, or by telex by one of our employees or representatives must be confirmed in writing by us in order to be valid. A copy of an original document signed and retained by us shall suffice to meet the written form requirement.

Fully automated confirmations of orders which are explicitly labelled as such do not need to be in writing.

1.3 Written quotes are binding on us for a period of one month. Once this period for acceptance has expired, our quotes are subject to change. Any order received after the acceptance period has elapsed shall be considered a new quote from the Customer.

1.4 Customer quotes and orders shall only be considered to have been accepted if explicitly confirmed in writing by us or if a fully-automated confirmation of order has been issued by us. Failure to respond to a customer quote or order does not constitute acceptance thereof. The written or fully-automated confirmation of order issued by us is the determining factor in the contract entered into with the Customer. We must be informed immediately, and at the latest within 3 working days, of any objections to the confirmation of order or the conformation of supplementary agreements.

1.5 We shall retain ownership and copyright of all quotes and estimates issued by us and of any drawings, plans, data sheets, images, calculations, brochures, catalogues, models and other documents and resources which we make available to the Customer. The Customer may not make these items available to third parties, make them generally known, use or copy them itself or allow third parties to use or copy them without explicit, prior, written authorisation from us. If requested by us, the Customer must immediately return said items to us in their entirety and must destroy any copies which it has made if it no longer needs them in the ordinary course of business or if negotiations have not resulted in a contract being entered into.

1.6 If we are not in a position to deliver goods which have been ordered because one of our suppliers has not met its contractual obligations to supply to us or has not met this obligation in time, we shall be entitled to withdraw from the contract with the Customer. In the case of non-commercial transactions, this shall, however, only apply if we

have entered into a concrete hedging transaction with the relevant supplier, if we are not responsible for the failure to deliver and if the hedging transaction is a congruent hedging transaction. We are obliged to inform the Customer immediately about the non-availability of the service and shall immediately reimburse the Customer for any payment/services provided in return.

2. MANUFACTURER'S INFORMATION, DIMENSIONS, WEIGHTS, QUALITIES

2.1 Drawings, images, dimensions, weights, other performance data, samples, information in brochures or any information derived from other advertising materials do not constitute an agreement on quality in the meaning intended in §§ 434 para. 1 sentence 2, 633 para. 2 BGB. This information is only binding if this is explicitly agreed in writing. Samples are merely non-binding representative samples.

2.2 Deviations from bindingly agreed dimensions, weights and qualities are permitted within the limits of the applicable DIN standards or standard practice. Amendments to bindingly agreed dimensions, weights and qualities upon request from the Purchaser are only possible if these are notified by the Purchaser in sufficient time for modifications to be taken into account during production.

2.3 The information provided by us about our goods and services in our technical documents and any information provided by us for the purposes of processing our goods, e.g. regarding the construction, classification, composition, processing, assembly etc., are intended to serve as suggestions and inspiration for specialist companies which are familiar with established technological practice and where knowledge of the relevant DIN standards, industry guidelines and industry recommendations is assured. This information is neither part nor the basis of the contract entered into with the Purchaser and is therefore not charged for separately by us. We shall only be liable for any errors in this information if they result from intent or gross negligence.

2.4 The functions and characteristics of our products and systems documented in test certificates and permits can only be expected if original products and original systems are used or if they are processed in specialist companies which are familiar with established technological practice and where knowledge of the relevant DIN standards, industry guidelines and industry recommendations is assured.

3. DELIVERY PERIOD, DELAYS AND IMPOSSIBILITY

3.1 Delivery dates and delivery deadlines are only binding if they are agreed in writing and explicitly agreed as binding delivery dates or deadlines.

3.2 Bindingly agreed delivery periods are calculated from the date of our confirmation of order, or, if none is issued, the order date, but not before the Customer has provided the documents, approvals and permits to be furnished by the Customer, before the technical and commercial details of the order have been clarified or before the agreed deposit has been paid.

3.3 An agreed delivery period is deemed to have been complied with if, before it has expired, the items to be delivered have left our factory or if the Customer has been informed that they are ready

for dispatch and dispatch has been delayed at the Customer's request.

3.4 We shall not be responsible for any delays in delivery resulting from force majeure or events which make delivery significantly more difficult or even impossible for the foreseeable future, such as strikes, lockouts, official directives etc., even if they affect our suppliers and even in the case of bindingly agreed delivery deadlines. Rather, they entitle us to delay the delivery for the duration of the impediment plus a reasonable lead time.

3.5 In the event that the Customer fails to fulfil contractual obligations, including the duty to cooperate or subsidiary obligations (e.g. opening a letter of credit, providing domestic or foreign certificates, approvals, permits or documents, payment of an agreed advance payment or similar) in time, we shall be entitled to extend our delivery deadlines and dates appropriately in accordance with the requirements of our production processes, without affecting our rights in respect of delay on the part of the Customer.

3.6 We shall only be deemed to have delayed delivery if a previously delayed delivery for which we were responsible is not effected within a period of at least 2 weeks to be set by the Customer, calculated from the date on which we receive the warning, for reasons for which we are responsible.

3.7 Any claims to damages by the Customer as result of delay or impossibility are excluded, except in cases in which the delay or impossibility is as a result of a violation of a significant contractual obligation for which we are responsible, or if it results from intent or gross negligence by us or one of our legal representatives or vicarious agents. Liability on our part for the possible loss or deterioration of a delivery to be supplied by us is excluded, even in the event of a delay on our part. This does not affect the Customer's right to withdrawal.

3.8 Our liability for damages in the event of a delay for which we are responsible, arising from more than ordinary negligence or from a violation of a significant contractual obligations on our part, is limited to 0.5 per cent per full week of delay and a maximum of 5 per cent of the value of the relevant portion of the delivery which is delayed. The Customer reserves the right to prove that higher damages have been incurred.

3.9 Our liability for damages in respect of an impossibility to perform for which we are responsible as a result of more than ordinary negligence or as a result of a violation of significant contractual obligations is limited to the typical contractual, reasonably foreseeable damages.

4. ASSUMPTION OF RISK, DISPATCH AND PARTIAL DELIVERIES

4.1 Unless agreed otherwise, the delivery terms for all deliveries are "ex works EXW Ludwigsburg, Rolltor Austr. 47, INCOTERMS 2010".

If insurance against transport risks is desired, the Customer must notify us of this in good time. Any costs incurred as a result shall be borne by the Customer.

4.2 If dispatch is delayed at the Customer's request or as a result of circumstances for which the Customer is responsible, the risk shall be transferred to the Customer on the day on which the Customer received the notification of readiness for dispatch.

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4.3 We are entitled to make partial deliveries insofar as and provided this is not unreasonable for the Customer.

4.4 Any identifiable faults in our deliveries, including delivery of incorrect amounts or delivery of goods other than those ordered must be notified in writing within 8 days from delivery. This also applies if a partial delivery from us is not indicated as being such. The Customer must notify us of any faults which cannot be identified in standard incoming goods inspections within 8 days of becoming aware of them. If the goods are damaged in transit, the Customer shall immediately arrange for the relevant facts to be recorded and a report on the transit damage to be made by the relevant authorities.

5. PRICES AND PAYMENTS; RIGHT OF RETENTION AND OFFSETTING

5.1 The prices stated in the confirmation of order or the quote are binding for 4 months from entering into a contract. In the event that a longer delivery period is agreed or if the Customer requests that delivery of the ordered goods be delayed for a period in excess of this, we are entitled to increase prices to cover increases in materials prices or salaries incurred by us or our suppliers.

5.2 If the Customer requests that delivery of ordered goods be delayed, it shall be charged the cost of storage on our premises starting from one month after our notification of readiness for dispatch was issued, at the least, however, 0.5 per cent of the amount invoiced for each month for which the delivery is delayed. The Customer is entitled to demonstrate that no damages have been incurred as a result of the delay or that the damages are significantly lower than the flat-rate charge. If a deadline for acceptance by the Purchaser set by us expires without effect, we shall be entitled to dispose of the ordered goods elsewhere. In this case, any delivery time agreed with the Customer for delivery of said goods shall be extended by an appropriate period required by our suppliers to supply to us.

5.3 Our prices are net prices and are subject to the relevant applicable statutory VAT. They are ex warehouse, including loading but not including packaging. The Customer shall be invoiced separately for any customs duties, consulate fees, freight costs, insurance policy costs, packing costs or any other costs which are incurred in connection with processing this contract. If, in derogation from the above, it has been agreed that the price shall include such costs, any increase in the costs arising after the contract was concluded shall be passed on to the Customer.

5.4 In the event that the Customer falls into arrears in payments or if we become aware of circumstances which cast the Customer's credit-worthiness into doubt, we shall be entitled to demand payment of all unpaid receivables immediately. We shall further be entitled to withdraw partially or fully from any ongoing contracts. In the case of orders which have not yet been filled, we shall be entitled to make these subject to advance payment or the provision of securities.

5.5 The Customer shall only have the right to withhold payment or to offset it against counter claims insofar as these counter claims are undisputed or

have been legally established. The Purchaser is only entitled to assign claims against us if we have given prior approval in writing. We are entitled to offset credit notes issued by us against unpaid receivables owed by the Customer at any time.

5.6 Cheques and bills of exchange shall only be accepted as payment; bills of exchange, furthermore, only if acceptance thereof has been agreed in writing in advance. Our representatives are not entitled to receive payments unless they have explicitly been granted power to collect in writing.

5.7 For deliveries and services within the EU, the Customer must inform us of the VAT ID number which it uses for intra-EU acquisitions prior to execution of an order. If a Customer not domiciled in the Federal Republic of Germany or a representative of the same collects the goods and transports them on or sends them to a non-EU country, the Customer must provide us with proof of export which meets the requirements under the VAT laws of the Federal Republic of Germany. If this proof is not provided within 30 days from handover of the goods, the Customer shall be required to pay VAT at the rate applicable for deliveries within the Federal Republic of Germany on the sum invoiced.

6. RETENTION OF TITLE

6.1 Until such time as all claims by us against the customer which arise on any legal grounds now or in the future are met, including our claims for balance demands to be paid in the course of the ongoing business relationship, we shall retain the title to the goods supplied by us (reserved goods). If the Customer is a consumer, the goods supplied shall remain our property until such time as the purchase price for said goods has been paid.

6.2 Assertion of our right to retain title does not constitute withdrawal from the contract. In the event that we assert our claim for recovery of property, the Customer hereby irrevocably grants us the right to collect the goods owned by us and to enter the premises where these goods are stored for this purpose.

6.3 The Customer is entitled to process and sell the reserved goods in the normal course of business, provided it is not in arrears in respect of the payments due to us and provided that it likewise retains the title to the goods supplied with regard to its buyers and that it assigns to us the claims arising in respect of the onward processing and/or onward sale. The Purchaser is not entitled to dispose of the reserved goods in any other way.

6.4 Processing or modification of the goods by the Customer is always undertaken on our behalf, but with no obligation on our part. If the goods supplied by us are processed or combined with other objects that do not belong to us, we shall acquire co-ownership of the new item proportionate to the ratio of the value of our goods to the other processed or combined objects at the time of processing or combination. If another item processed or combined with our goods is to be considered the main product, the Customer shall assign to us pro rata co-ownership of the new item. The Customer shall now assign to us by way of security, any claims by the Customer against a third party arising from the onward sale, processing or any other legal foundation (insurance, unlawful acts etc.). The Customer also assigns to

us claims for securing our receivables against it, which accrue vis-a-vis a third party as the result of the item supplied being combined with real property. These shall serve to secure our claims against the customer to the same extent as the reserved goods in the meaning intended in the above provision.

6.5 The Customer is revocably authorised to collect claims arising from the onward sale or processing of the goods supplied by us. We are, however, entitled to revoke the power to collect granted to the Customer at any time. We are likewise entitled to inform the Customer's purchasers that claims have been assigned to us. If required by us, the Customer is obliged to immediately inform its buyers that claims have been assigned to us. The Customer is obliged to provide us with the necessary information and to hand over documents relating to the claims assigned to us.

6.6 In the event that the Customer accepts payments or other covering funds in respect of the onward sale of reserved goods prior to payment in full of our secured claims, this shall be undertaken on our behalf. In collecting these equivalent amounts the Customer shall act as a trustee for us.

6.7 In the event of seizure or other action by third parties in respect of the reserved goods, the Customer must immediately point out our ownership of said goods and inform us in writing of this fact immediately.

6.8 If requested by the Purchaser, we are obliged to release securities provided to us insofar as the value of the securities exceeds the value of the claims secured by more than 10%. We are entitled to choose which securities to release.

7. WARRANTY AND DAMAGES

7.1 In the event of complaints, the Customer must immediately give us the opportunity to examine the goods which are the subject of the complaint. If requested by us, the goods which are the subject of the complaint or a sample thereof must be provided to us at our expense. In the case of unjustified complaints, we shall be entitled to charge the Customer for freight and transshipment costs, as well as for the inspection-related expenditure at prices customary in the trade.

7.2 If it is asserted that there are material faults in the goods supplied, we shall be obliged and entitled to choose whether to repair or replace the goods within a period deemed appropriate by us. The Customer shall be obliged to afford us the necessary time and opportunity to undertake the repairs or replacement we deem necessary. If this is not the case, we shall be released from any liability for the consequences arising therefrom. Only in urgent cases, for example, in order to prevent otherwise unavoidable disproportionately higher damages, in which case we must be informed immediately, is the customer entitled to repair the defect itself or to have a third party repair the defect and to claim reimbursement of the expenses incurred from us.

7.3 We do not accept any liability for unsuitable or improper use, faulty or negligent handling and/or storage and faulty processing of the goods supplied by us. We are likewise released from any liability in respect of the consequences arising from improper reworking by the Customer or a third party.

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7.4 We shall not be liable – on any legal grounds whatsoever – for damage caused to anything other than the item supplied by us except in cases of deliberate intent; gross negligence on the part of our institutions or managerial staff; culpable injury to life, limb or health and in cases of the fraudulent concealment of a defect, infringement of a guarantee of quality provided by us and for personal injury or material damage to privately used objects pursuant to the Product Liability Act. In the event of a culpable violation of a significant contractual obligation, we shall also be liable for gross negligence on the part of non-managerial staff and for ordinary negligence, in the last case limited to the reasonably foreseeable damages typical for this type of contract.

7.5 In the event that the goods supplied by us cannot be used in accordance with the contract through fault on our part, either as a result of a failure to implement or errors in implementing proposals and advice agreed either before or after the contract was entered into or as a result of the violation of other subsidiary contractual obligations with the Customer, the provisions under the above item 7.3 shall apply accordingly.

7.6 Any claims on the part of the Purchaser – on any legal grounds whatsoever – shall expire in 12 months, with the exception of claims by the Purchaser under the warranty, for which a longer warranty period has been expressly agreed in writ-

ing, or excepting any warranty claims by Consumers for faults in the goods supplied by us, which shall expire in 24 months, in each case from the start of the statutory limitation period. In cases of negligent or fraudulent behaviour and for claims under the Product Liability Act, the statute of limitations shall apply. This also applies for faults in goods supplied by us which were used for building in accordance with their usual application.

8. APPLICABLE LAW, PLACE OF JURISDICTION AND PLACE OF PERFORMANCE

8.1 Our business relationships with our Customers are subject to the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

8.2 For orders from business people, legal entities under public law and special funds under public law, the place of performance for the obligations on both sides shall be agreed to be Ludwigsburg.

8.3 The place of jurisdiction for any legal disputes arising in connection with orders from business people, legal entities under public law and special funds under public law shall be Ludwigsburg. We are also entitled to initiate claims at the Customer's place of jurisdiction.

8.4 Amendments and supplements to contracts shall only be valid if made in writing. Any waiver of the written form requirement must also be made in writing.

8.5 In the event that any provisions of these terms and conditions are fully or partially invalid or unenforceable or if they subsequently cease to be valid or enforceable, the validity of the remaining provisions shall not be affected. A regulation which most closely corresponds to what was intended shall be deemed to have been agreed.

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