

General Terms and Conditions of Purchase of SEYDEL Maschinenfabrik GmbH

§ 1 General, scope of application

(1) All deliveries, services and offers of our suppliers are exclusively based on these General Terms and Conditions of Purchase. These are an integral part of all contracts that we enter into with our suppliers for the deliveries or services offered by them. They shall also be applicable to all future deliveries, services or offers to the customer, even if they are not separately agreed upon again. In the event that the supplier does not agree with the above provision, he must immediately make express reference to it in a separate letter. In this case, we shall reserve the right to withdraw the order or contract without any entitlement of claims of any kind against us.

(2) Terms and conditions of our suppliers or third parties shall not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a letter which contains or refers to business terms and conditions of the supplier or a third party, this does not represent any agreement concerning the validity of those terms and conditions.

§ 2 Orders, order documents

(1) Insofar as our orders do not expressly contain a commitment period, we shall be bound by this one week after the date of the order. Receipt of the declaration of acceptance by us shall be decisive for timely acceptance.

(2) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents provided by us in connection with the order. It is not permitted to make the documents available to third parties without our express written consent and they are to be used exclusively for production based on our order. Following completion of the order, all documents must be returned to us without being requested to do so.

(3) Our performance descriptions, drawings, weight, measurement and consumption data, raw material and product specifications are binding and describe the agreed quality. Any indication of quality or other information on the part of the Supplier concerning goods, products or the service, whether contractual, in advertising, in analysis data, in product brochures or similar, shall also be deemed to be an agreed quality within the sense of the law.

§ 3 Prices, terms of payment, invoice details

(1) The price stated in the order is binding.

(2) Unless otherwise stipulated in writing, the price shall include delivery and transport to the shipping address stated in the contract, including packaging.

(3) To the extent that, based on the agreement reached, the price does not include packaging and the remuneration for the packaging - not only provided on loan - is not expressly determined, it shall be charged at the verifiable cost price. At our request, the supplier shall take back the packaging at his own expense.

(4) Unless otherwise arranged, we shall undertake to pay the purchase price within 14 days of delivery of the goods and receipt of the invoice with 3% discount or within 30 days net. The receipt of our bank transfer order by our bank is sufficient to determine the timeliness of the payments owed by us.

(5) All order confirmations, delivery documents and invoices must include our order number, article number, delivery quantity and delivery address. If one or more of these details are not

provided and if, as a result, processing by us is delayed in the course of our normal business transactions, the payment periods specified in paragraph 4 shall be extended by the period of the delay.

(6) In order to avoid payment delays, we point out that every invoice from the supplier must comply with the requirements of the German Value Added Tax Act, such as the specific indication of the statutory value added tax. Otherwise, payment or input tax deduction from the invoice amount is not possible. In such cases, we shall not be deemed to be in default of payment.

(7) We shall be entitled to set-off and retention rights to the full statutory extent.

(8) For carriage forward delivery, we shall only pay the most favorable freight costs, unless we have prescribed a special type of shipment.

§ 4 Delivery time and delivery, transfer of risk

(1) The delivery time (delivery date or period) stated in the order shall be deemed binding. Early deliveries are only permitted by special agreement.

(2) The supplier is required to inform us immediately in writing if circumstances occur or become apparent that delivery cannot be made on time.

(3) If the day on which the delivery is to be made at the latest can be determined on the basis of the contract, the supplier shall be in default at the end of this day without the need for a reminder on our part.

(4) In the event of delayed delivery, we shall be entitled without restriction to statutory claims, including the right to withdraw from the contract and the right to claim damages in lieu of performance following the unsuccessful expiry of a reasonable grace period.

(5) In the event of delayed delivery, we shall be entitled, after prior written warning to the supplier, to demand a contractual penalty of 0.5%, up to a maximum of 5%, of the respective order value for each commenced week of delayed delivery. This contractual penalty shall be set off against the damage caused by the delay to be compensated by the supplier.

(6) The supplier shall not be entitled to make partial deliveries without our prior written consent.

(7) Unless otherwise provided for in individual supply contracts, the time of the transfer of risk shall in any case be determined in compliance with the Incoterms®2010 of the International Chamber of Commerce. If no other individual case agreement has been made, the clause "ddp" (delivered duty paid, Incoterms®2010) shall apply in principle.

§ 5 Import and export regulations, customs

(1) In the event of deliveries and services provided from a country outside of Germany that is a member of the EU, the EU VAT identification number must be submitted to us. The supplier shall submit to us a (long-term) supplier's declaration for goods with preferential origin status free of charge.

(2) The supplier shall undertake to comply with foreign trade regulations (in particular import and export control and customs regulations) in every case. At his own expense and without delay, the supplier shall in particular ensure that all the requirements required for the order in the seller's country, such as export permits, are available and remain valid during the order processing. Should the supplier fail to comply with this obligation, we shall be entitled to withdraw from the order and to claim damages from the supplier. The same shall be applicable in cases where, despite the supplier's efforts, any necessary approvals are not

granted within a period of time reasonable for us or are revoked or invalidated during the processing of the order.

(3) If goods / services are imported by us, the supplier shall be obliged to provide the required declarations and information at his own expense, to allow inspections by the customs authorities and to provide the necessary official confirmations. In addition, the supplier shall be required to inform us of any licensing requirements for (re-)exports of the respective export and customs regulations. We must also be informed in detail and in writing of the export and customs regulations of the country of origin of the goods and services (with details of the goods tariff number, country of origin and exact description of the goods).

§ 6 Retention of title, provision of tools

(1) Insofar as we provide parts to the supplier, we shall retain title to these parts. Processing or transformation by the supplier shall be carried out for us. In the event that our reserved goods are processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

(2) If the item provided by us is inseparably mixed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.

If the mixing is carried out in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier shall transfer proportional co-ownership to us; the supplier shall retain sole ownership or co-ownership for us.

(3) We shall retain title to tools or technical documents which we have made available. The supplier is bound to use them exclusively for the production of the goods ordered by us. The supplier is further obligated to carefully store the tools and documents belonging to us and to insure them at their replacement value at his own expense against fire, water and theft. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier is required to perform any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense and in good time. The supplier shall notify us immediately of any malfunctions; failure to do so shall not affect claims for damages.

(4) To the extent that the security rights to which we are entitled pursuant to para. 1 and/or para. 2 surpass the purchase price of all our reserved goods not yet paid for by more than 10%, we shall be obliged to release the security rights accordingly at the supplier's request.

(5) Retentions of title by the supplier shall only apply to the extent that they relate to our payment obligation for the respective products to which the supplier has retained title. Extended or prolonged retentions of title in particular are not permitted.

§ 7 Warranty claims

(1) The supplier must take the recognized rules of technology and the respectively valid legal and official regulations and our operational rules and regulations into account. The supplier must observe the accident prevention regulations and the generally recognized safety and occupational health regulations in particular. In accordance with the Machinery Ordinance, machines and technical work equipment must be supplied with operating instructions and an EC declaration of conformity. Work equipment with CE marking is preferably to be supplied. If no test mark has been awarded, compliance with the above-mentioned regulations must be proven at our request.

Goods to be delivered must meet our specific requirements in all respects.

(2) We shall be entitled to the statutory claims without restriction in the event of defects. Irrespective of this, we are fundamentally entitled to demand that the supplier remedies the defect or supply a replacement, at our discretion. In such case, the supplier shall be required to bear all expenses necessary for the purpose of remedying the defect or providing a replacement delivery. The right to claim damages, in particular the right to claim damages instead of performance, is expressly reserved.

(3) The warranty period is 12 months, calculated from the date of transfer of risk.

(4) Acceptance or approval of samples or specimens submitted do not constitute a waiver of warranty claims.

(5) The limitation of warranty claims shall be suspended upon receipt of our written notification of defects by the supplier. In the case of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall begin anew, provided that we had to assume, based on the conduct of the supplier, that the supplier did not feel obliged to take such action, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.

§ 8 Product liability, indemnity, liability insurance protection

(1) To the extent that the supplier is responsible for damage to a product, he shall be obligated to indemnify us upon first request from claims for damages by third parties to the extent that the cause lies within his sphere of control and organization and he is liable himself in the external relationship.

(2) Within the scope of his liability for damages within the meaning of para. 1, the supplier is also obliged to reimburse any expenses pursuant to §§ 683, 670 BGB (German Civil Code) as well as pursuant to §§ 830, 840, 426 BGB (German Civil Code), which arise from or in connection with a recall action carried out by us. We shall inform the supplier – to the extent possible and acceptable - of the content and scope of the recall measures to be carried out and give him the opportunity to state his position. Other legal claims remain unaffected.

(3) The supplier shall undertake to take out product liability insurance with a sum insured of € 2.5 million per personal injury/property damage - lump sum, 2-fold maximized p.a.; lower amounts of cover must be agreed with us on an individual basis. If we are entitled to further claims for damages, these remain unaffected.

§ 9 Industrial property rights

(1) The supplier guarantees that no industrial property rights of third parties or rights of third parties are infringed in connection with his delivery and the use of the delivery items.

(2) Should claims be made against us by a third party in this respect, the supplier shall be obliged to indemnify us from these claims on first written request and to indemnify us against any other claims. We are not authorized to conclude any agreements with the third party without the supplier's consent, in particular not to conclude a settlement.

(3) The supplier's indemnification obligation refers to all expenses that we may incur from or in connection with the claims of a third party.

§ 10 Spare parts

(1) The supplier must keep spare parts for the products delivered to us for a period of at least 36 months following delivery.

(2) In the event that the supplier intends to discontinue the production of spare parts for the products delivered to us, he shall notify us immediately once the decision on discontinuation has been made. This decision must – subject to paragraph 1 – be at least 12 months before production is discontinued.

§ 11 Confidentiality

(1) The supplier must keep all received illustrations, drawings, calculations, recipes and other documents and information strictly confidential. They may only be disclosed to third parties with our express consent. The obligation to maintain secrecy shall continue to apply even after the execution of this contract. It shall only expire once the production knowledge contained in the documents provided has become generally known. We have the right to request that the supplier surrender the relevant illustrations, drawings, calculations, recipes and other documents and information to us at any time; the respective documents must be returned to us at the latest after expiry of the contract.

(2) The supplier may not refer to the business relationship existing with us in advertising material, brochures, etc. without our prior written consent and he may not present delivery items manufactured for us.

(3) The supplier shall commit his sub-suppliers pursuant to § 11 of this agreement.

§ 12 Assignment

The supplier may not transfer, assign or pledge the delivery obligation or payment claim arising from this contractual relationship in whole or in part to third parties without our written consent. This ban on assignment shall not apply within the scope of application of § 354 a HGB (German Commercial Code).

§ 13 Compliance with laws

(1) The supplier is required to observe the relevant statutory provisions in connection with the contractual relationship. This concerns in particular anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations.

(2) The supplier must guarantee that the products delivered by him meet all the relevant requirements for market circulation in the European Union and the European Economic Area. He must prove conformity to us upon request by submitting suitable documents.

(3) The supplier shall make reasonable efforts to ensure that his subcontractors comply with the obligations of the supplier contained in Article § 13 of these terms and conditions.

§ 14 Place of performance, place of jurisdiction, applicable law

(1) Place of performance for both parties and exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be Bielefeld. However, we shall also have the right to institute legal proceedings against the supplier at the courts responsible for his place of business.

(2) The contracts concluded between us and the supplier shall be subject to the law of the Federal Republic of Germany to the exclusion of the Convention on the International Sale of Goods (UN Convention on Contracts for the International Sale of Goods).