

## General Terms and Conditions of Sale (Export)

### 1 General Provisions

1.1 These General Terms and Conditions of Sale (hereinafter referred to as the "Terms and Conditions") apply to all business relationships of Kugel- und Rollenwerk Leipzig GmbH (hereinafter referred to as the "Seller") with its customers (hereinafter referred to as the "Customer"). All of the Seller's quotations as well as its products and services are governed exclusively by these Terms and Conditions. The Customer's terms and conditions of business and any deviating agreements will only become part of this contract if we have expressly consented to them. This requirement of consent will, in any case, also apply if we provide our products and services without reservation despite being aware of the Customer's terms and conditions of business.

1.2 Where any specific agreements are made with the Customer (including ancillary agreements, supplementary agreements and amendments) in individual cases, they will, in all circumstances, take precedence over these Terms and Conditions. Subject to any evidence to the contrary, a written contract or our written confirmation will be sufficient evidence of the content of such agreements.

1.3 The Customer will be bound by these Terms and Conditions, at the latest, at the time when it accepts the products or services delivered by the Seller.

### 2 Quotations and Orders

2.1 The quotations given by the Seller are non-binding and subject to change without notice unless they are expressly identified as binding or they contain a specific acceptance deadline. Orders or projects are normally accepted or rejected by the Seller within 14 days of receipt. The scope and content of the contract are governed by the Seller's written order confirmation, including these Terms and Conditions. Together these embody all agreements between the parties concerning the subject matter of the contract.

2.2 Unless the use of the products and services for the intended contractual purpose requires exact conformity with the information provided, any information about the products and services is only descriptive. Such information includes, but is not limited to illustrations and information in price lists, brochures, cost estimates and quotations, in particular weights, dimensions and other technical data as well as DIN, VDE and other company or industry-wide standards and

samples to which reference is made. Such information does not constitute an express warranty as to the qualities/characteristics (garantierte Beschaffenheitsmerkmale) of the products or services, but is only a description or designation for them.

2.3 Any additions or amendments made to the agreements reached or to these Terms and Conditions must be made in writing in order to be effective. No employees of the Seller other than its directors and persons empowered to represent the company (Prokuristen) are permitted to make oral agreements that diverge from the terms hereof. Notices sent by fax or e-mail satisfy the requirement of writing.

2.4 In the case of custom-made products, the Seller reserves the right to deliver a quantity that is to a reasonable extent more or less than that agreed.

2.5 As long as this would not be an unreasonable burden on the Customer, the Seller has the right to make delivery in installments.

2.6 The Customer assumes responsibility for the information and parts that it is required to provide.

2.7 Orders placed by the Customer are deemed binding offers to enter into a contract. Unless the order provides otherwise, we are entitled to accept this offer to contract within 2 weeks of its receipt by us.

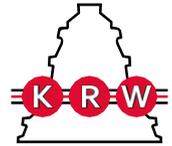
2.8 We may accept an offer to enter into a contract either in writing (e.g. by a contract confirmation) or by delivering the goods to the Customer.

### 3 Delivery Times and Late Delivery

3.1 Unless a special agreement has been made in an individual case, delivery periods and dates (delivery times) are non-binding.

3.2 Insofar as shipment has been agreed, the delivery period and dates refer to the time that the goods are handed over to the freight forwarder, carrier or any other party responsible for transporting them.

3.3 The Seller's compliance with the agreed delivery periods is subject to the timely and proper receipt of all documents, necessary permits and authorizations to be provided by the Customer, in particular of plans, as well as the Customer's compliance with any other obligations that it has. If these requirements are not met, the delivery periods will be extended accordingly. This does not apply where the delay is due to fault on the part of the Seller.



3.4 If failure to comply with an agreed delivery period is due to an event of force majeure, the delivery period will be extended by a reasonable amount of time. Force majeure is any event beyond the Seller's control which prevents it wholly or in part from performing its obligations, e.g. mobilization, war, strikes, lockouts, acts of terrorism, riots, viruses and other attacks by a third party on the Seller's IT system, insofar as these occur despite the Seller's exercise of the care customary in applying protective measures. Supply problems and other defaults by the Seller's subcontractors will also be considered force majeure events if the subcontractor's failure to perform its obligations is due to force majeure or a similar occurrence.

3.5 For the purposes of determining whether a delay in delivery has occurred, the statutory provisions will apply. In any case, however, a reminder notice sent by the Customer is required.

3.6 If the Seller is late in delivering its products or services and if the Customer has suffered a loss as a result of the default, it may demand compensation in the amount of 0.5% for each completed week of the default. However, this amount may not exceed 5% of the purchase price of that part of the total delivery which could not be used in accordance with the contract as a result of the default. We may provide evidence that the Customer did not suffer any damage at all or that the damage suffered was in an amount below the lump-sum amount mentioned above.

3.7 In any case of late delivery, even after the expiry of a grace period that the Seller was set for delivery, the Customer will not be entitled to a claim for damages due to late delivery or for damages in lieu of performance exceeding the amounts specified in section 3.6. The above exclusion does not apply in cases of liability for intentional wrongdoing, gross negligence or injury to life or limb or impairment to health. The Customer may only rescind the contract pursuant to the statutory provisions if the Seller was responsible for the delay in delivery. The above provision does not reverse the burden of proof in a way which would be detrimental to the Customer's interests.

## 4 Prices

4.1 Prices are subject to change without notice.

4.2 Unless expressly agreed otherwise, prices and discounts are calculated on the basis of the prices and discounts applicable on the day that the order is confirmed.

4.3 The minimum order value is €200.00. Value-added tax in the respective amount will be shown separately.

## 5 Shipment and Passing of Risk

5.1 Unless otherwise stated in the order confirmation, delivery is FCA (Incoterm 2020) from Kugel- und Rollenwerk Leipzig GmbH's headquarters in Leipzig. If, at the Customer's request, the Seller dispatches the goods to a place other than the place of performance, the risk of accidental loss or accidental deterioration will pass to the Customer as soon as the Seller has handed over the goods to the forwarding agent, carrier or any other person charged with carrying out the shipment.

5.2 The Customer will bear the cost of freight, express goods and air freight. Where the Seller forwards items by post, it will pay the postage and then charge the Customer for same. In the case of express shipments, the costs will be invoiced in accordance with the applicable freight table of the respective shipping company. The Customer's shipping instructions are only binding if they have been agreed in writing.

5.3 Packaging, transport containers, lattice boxes and cassettes remain the Seller's property and must be returned to it free of charge. Pallets, wooden boxes, cardboard boxes and one-way packaging will be charged at cost price and will not be taken back.

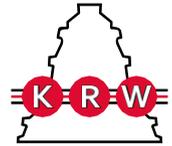
5.4 Unless agreed otherwise, if the Customer fails to take delivery, it will be liable for storage costs of 1.0% of the invoice amount of the items stored for each full month that they are stored. Either party may assert and submit evidence that the storage costs were higher or lower.

5.5 The Seller will only insure the shipment against theft, breakage, transport, fire and water damage and other insurable risks if the Customer expressly requests it to do so and assumes the costs.

## 6 Payment Terms

6.1 Unless otherwise agreed in writing, payment must be made in euros by means of an irrevocable letter of credit that is provided prior to delivery. Such letter of credit must provide for partial deliveries and be confirmed by a German bank. The Customer will bear the costs of the foregoing. The Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce in Paris will apply.

6.2 Where the Seller becomes aware of any circumstances which are likely to result in the deterioration of the Customer's asset position or financial situation, any outstanding claims that it has at such time will become immediately due and payable in full. In this case, the Seller may also, without giving reasons, demand immediate payment of a bill of exchange or may return same and demand



immediate payment for same. The same applies in respect of any deferrals of payment that were granted. Furthermore, the Seller will then be entitled to only deliver outstanding products or services against advance payment or security.

6.3 Where payment by the Customer is overdue, we are entitled to demand default interest at 9% above the base interest rate. The foregoing is without prejudice to any other claims for damages. Where the Customer is a merchant (Kaufmann), the right in transactions between merchants to demand interest from the due date will remain unaffected (Fälligkeitsszins) (§ 353 of the Commercial Code (Handelsgesetzbuch – HGB)).

6.4 The Customer may only exercise a right of set-off or a right of retention if its claim is non-appealable or undisputed. If the goods delivered are defective, the Customer's counterclaims, in particular those pursuant to section 9.11 will remain unaffected.

## 7 Security Deposit

If agreed advance payments are not received on time or if after the conclusion of the contract the Seller becomes aware of circumstances which are likely to considerably reduce the solvency of the Customer, the Seller may, without prejudice to further claims, demand advance payments or adequate securities for its claims before making delivery or, where, in spite of a request from the Seller, the Customer is unwilling to effect payment reciprocally and simultaneously with delivery or to provide security, rescind the contract.

## 8 Retention of Title (ROT)

8.1 The purpose of the following retention of title agreement is to secure any current or future receivables due to the Seller from the Customer from an existing trading relationship (including balance claims arising from a mutual account limited to such a relationship).

8.2 The goods which the Seller delivers to the Customer remain the property of the Seller until all of its secured claims have been paid in full. The goods as well as any goods that, according to this clause, take their place are subject to a retention of title and are referred to hereinafter as the ROT goods.

8.3 The Customer will, if it stores the ROT goods for the Seller, exercise the care of a prudent merchant (Sorgfalt eines ordentlichen Kaufmanns) and store them free of charge. It must, at its own expense, insure them against fire, water and theft.

8.4 The Customer is entitled to process and sell the ROT

goods in the ordinary course of business until an enforcement event occurs (subsection 9). The Customer is not permitted to pledge or assign the ROT goods as security.

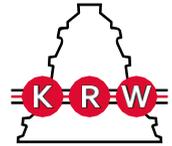
8.5 If the ROT goods are processed by the Customer, it is agreed that it will carry out such processing on behalf of and for the account of the Seller, as manufacturer, and that the Seller will immediately acquire ownership rights in the new item proportional to the ratio of the value of the ROT goods to the value of the new product. If materials belonging to several owners are processed together or the value of the processed item is greater than the value of the ROT goods, the Seller will acquire joint ownership rights (co-ownership) in the new item that are proportional to the ratio of the value of the ROT goods to the value of the new item. To cover the eventuality that the Seller does not acquire ownership rights as described above, the Customer hereby assigns to the Seller its future ownership or co-ownership rights in the newly created item. Where the ROT goods are subject to accession or inextricably commingled with other items such that they become a single item and if one of the other items must be regarded as the principal item, the Seller hereby assigns, insofar as it owns the principal item, its co-ownership rights in the single item to the Customer in the ratio specified in sentence 1.

8.6 To cover the eventuality that the ROT goods are resold, the Customer hereby assigns to the Seller as security any claims against the purchaser resulting from the resale. Should the Seller have co-ownership rights in the ROT goods resold, the Customer assigns any claims against the purchaser in an amount proportionate to the Seller's co-ownership rights in the ROT goods. The same will apply in the case of other claims that take the place of the ROT goods or otherwise arise in connection with them, e.g. insurance claims or tort claims in the case of loss or destruction. The Seller authorizes the Customer to collect, in its own name, claims assigned to the Seller. Such authorization may be revoked. However, the Seller may only revoke this authorization in the event that it wishes to realize the securities itself.

8.7 If a third party attempts to seize the ROT goods, in particular through attachment, the Customer will immediately inform the third party of the Seller's ownership rights and notify the Seller to enable it to enforce its ownership rights. If the third party is unable to reimburse the Seller for court and out-of-court costs incurred in this connection, the Customer will be liable to the Seller for these expenses.

8.8 Upon the Customer's request, the Seller will, at its discretion, release the ROT goods as well as any goods that replace them to the extent that their value exceeds the value of the secured claims by more than 10%.

8.9 If the Seller rescinds the contract due to a breach of



contract by the Customer – in particular a default in payment – (enforcement event), the Seller will be entitled to demand the return of the ROT goods.

## **9 Warranties**

9.1 Unless agreed otherwise below, the Customer is entitled to the statutory warranty rights for any defects in quality or title, including deliveries of the wrong goods, shortfalls in deliveries and improper or inadequate assembly instructions.

9.2 The items delivered must be carefully examined immediately after delivery to the Customer or the third party designated by it. They are deemed to have been approved if, in the case of obvious defects, the Seller has not received written notice of the defects within 7 working days from delivery or, otherwise, has not received notice within 7 working days from discovery of the defects or any earlier date at which the Customer could, without a closer examination, have discovered the defects in the ordinary course of using them. The Customer will, at the Seller's request, return the items complained of carriage paid to the Seller. The Customer may not refuse to take delivery of goods because they have minor defects.

9.3 The Seller accepts no liability for damage resulting from unsuitable or improper use, commissioning, modification or repair, incorrect or negligent handling or wear and tear. The same applies to parts supplied by the Customer.

9.4 The Customer is not entitled to demand that the Seller cure its defective performance if the difference between the qualities/characteristics of the goods delivered and the agreed qualities/characteristics is only insignificant or if their usability is only slightly impaired.

9.5 Where a defect in quality is found during the warranty period and the cause of such defect already existed at the time that the risk passed, the Seller will be entitled to cure its defective performance by electing to either repair the defect or to deliver goods free from defects to replace the defective goods.

9.6 Notwithstanding any rights that it may have to damages, the Customer will be entitled to elect to reduce the purchase price or to rescind the contract if the Seller fails to cure defective performance.

9.7 Where the Seller cures defective performance, it will not be responsible for the costs of dismantling defective goods which have already been installed nor for the installation costs of the replacement goods.

9.8 The Customer is not entitled to claim for any expenses incurred in connection with the cure of the defects,

in particular costs incurred for transport, tolls, labor or materials, to the extent that such expenses increased because the goods delivered were subsequently taken to a location other than the Customer's premises unless the relocation was in conformity with their intended use.

9.9 The Customer will only have rights of redress against the Seller to the extent that the rights that the Customer has granted its own purchasers, e.g. goodwill settlements, do not exceed the statutory warranty rights.

9.10 The Seller is only liable for advice if a special fee has been agreed for this in writing.

9.11 We are entitled to make our cure of defect performance conditional on the Customer's payment of the purchase price due. The Customer is, however, entitled to retain a portion of the purchase price that is proportionate to the defect.

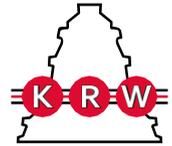
9.12 The Seller's obligation to pay damages and to compensate the Customer for wasted expenses as a result of the defects in quality is otherwise governed by section 10 (Damages Claims). The Customer may not bring any claims for defects in quality that exceed or vary from the claims provided for in section 10.

## **10 Damages Claims**

10.1 Unless provided otherwise in these Terms and Conditions, including the provisions set forth below, our liability for any breach of contractual or non-contractual obligations will be governed by the provisions of law.

10.2 The Seller is liable for damages – regardless of the legal basis – where its liability is fault-based and results from intentional wrongdoing or gross negligence. In the event of slight negligence, the Seller will, subject to any statutory limitations on liability, only be liable for (a) damage resulting from injury to life or limb or impairment to health and (b) damage caused by a breach of a material duty (i.e. a duty whose fulfillment is of the very essence for the proper implementation of the contract and upon whose fulfillment the other party has regularly relied or upon whose fulfillment the other party may regularly rely). In this event, however, our liability to pay damages will be limited to the foreseeable damage that typically occurs.

10.3 The limitations on liability under section 10.2 also apply in the case of breaches of duty by or against persons for whose wrongdoing or negligence we are liable according to the statutory provisions. They do not apply if we have fraudulently concealed a defect, warranted that the goods have certain characteristics/qualities or in the case of claims pursuant to the Product Liability Act (Produkthaftungsgesetz).



10.4 The Seller's liability will, in such cases, be limited to the foreseeable damage that typically occurs.

10.5 Damages claims for a breach of a material contractual obligation are restricted to the foreseeable damage that typically occurs except in cases of intentional harm, gross negligence, injury to life or limb or impairment to health or a provision of a warranty as to the characteristics/qualities of the goods.

10.6 If the Seller provides technical information or gives advice in circumstances where this is not contractually required, it does so free of charge and excludes any liability whatsoever for same.

## 11 Limitation Period

11.1 Notwithstanding § 438(1) no. 3 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), the general period of limitation for claims arising from defects in quality or title is one year from the date of delivery. Where the parties have agreed on an acceptance inspection, the limitation period begins upon acceptance.

11.2 If, however, the goods are a structure or an item that has been used for a structure in accordance with its usual use and such item has caused the structure to be defective (building material), the period of limitation will be 5 years from delivery in accordance with the statutory provision (§ 438(1) no. 2 of the German Civil Code). Other special statutory limitation provisions (in particular § 438(1) no. 1, § 438(3), § 444 and § 445b of the German Civil Code) will also remain unaffected.

11.3 The above-mentioned limitation periods contained in sale of goods law also apply to contractual and non-contractual damages claims by the Customer which are based on the existence of defects in the goods unless the application of the ordinary statutory limitation periods (§ 195 and § 199 of the German Civil Code) would lead to a shorter limitation period in an individual case. Any damages claims by the Customer for intentional wrongdoing or gross negligence, for damage from injury to life or limb or impairment to health or pursuant to the Product Liability Act will, however, become time barred solely in accordance with the limitation periods prescribed by law.

## 12 Intellectual Property Rights

12.1 The Seller warrants pursuant to the following provisions that the item delivered does not infringe the industrial property rights or copyright of third parties. Each of the parties to the contract will, without delay, notify the

respective other party in writing of any claims brought against it for the infringement of such rights.

12.2 In the event that the item delivered infringes the industrial property rights or copyright of a third party, the Seller will, at its discretion and expense, modify or exchange the item delivered so that it no longer infringes third-party rights without compromising the contractually agreed functionality or will secure the corresponding right to use the item for the Customer by obtaining the required license. In the event that the Seller is unable to do this within a reasonable period of time, the Customer will be entitled to rescind the contract or reduce the purchase price by a reasonable amount. Any damages claims of the Customer are subject to the restrictions in section 10 of these Terms and Conditions.

12.3 In the case of any infringement of rights arising from the products of other manufacturers supplied by the Seller, the Seller will, at its discretion, enforce its claims against the manufacturer and/or subsupplier on behalf of the Customer or will assign such claims to the Customer. In these cases, warranty claims may be brought against the Seller only if court action against the manufacturer and/or subsupplier based on the claims mentioned above was unsuccessful or has no prospects of success, e.g. due to insolvency.

## 13 Confidentiality, No Reverse Engineering

13.1 The Seller reserves its ownership and other rights to cost estimates, drawings, documents and other confidential information provided to the Customer. Confidential information is information that is marked as confidential or whose treatment as confidential can be expected from an objective point of view.

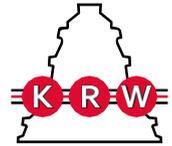
13.2 It may not be used for purposes other than those specified by the Seller or made available to third parties and must be returned to the Seller after the termination of the contractual relationship.

13.3 Unless the Seller has given its prior express written consent thereto, the Customer may not acquire any trade secret and/or confidential information of the Seller by observing, inspecting, reverse engineering or testing the goods, products or items.

## 14 Export Controls

14.1 Our performance of the contract is subject to the proviso that there are no obstacles presented by national or international export control regulations, in particular by embargoes or other sanctions.

14.2 The Customer must provide all the information and



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documents that are necessary for export, shipment or import.

## **15 Place of Performance and Place of Jurisdiction**

15.1 The place of performance for all products and services is Leipzig, OT Böhlitz-Ehrenberg.

15.2 The courts of Leipzig will have jurisdiction for all disputes arising from the contractual relationship. This also applies to claims arising from bills of exchange and checks, tort claims and third-party notices and summary proceedings restricted to documentary evidence. The Seller is also entitled to bring action against the Customer before the courts at its place of business or residence.

15.3 These Terms and Conditions and the contractual relationship between the Seller and the Customer are governed exclusively by the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

15.4 In the event that one or more provisions of this contract is or becomes invalid, in whole or in part, or that the contract has any gaps, this will not affect the validity of the remaining provisions of the contract.