

§ 1 General Information

- (1) The following terms and conditions are an integral part of the contract concluded with us.
- (2) Our General Terms and Conditions shall also apply in their respective current version as a framework agreement for future offers and contracts with the same customer, without this having to be mentioned or agreed again in each individual case.
- (3) Our General Terms and Conditions shall apply exclusively. This shall also apply if we unconditionally accept orders, provide services or directly or indirectly refer to letters or the like containing the terms and conditions of the customer or third parties in the knowledge of the customer's terms and conditions. We shall only recognize conflicting, deviating or supplementary terms and conditions of the customer if we expressly agree to their validity in writing.

§ 2 Offers, Orders

- (1) Our offers are always subject to change - in particular with regard to quantity, price and delivery time.
- (2) The customer's order shall be deemed a legally binding offer to conclude a contract. Acceptance shall take place upon receipt of our written confirmation by the customer. If no separate written confirmation is issued in the case of verbal or telephone contract discussions, the invoice issued by us shall be deemed confirmation. The confirmation text is decisive for the content of the contract.
- (3) The written contract, including these General Terms and Conditions, which also form part of the contract, fully reflects all agreements made between us and the customer with regard to the subject matter of the contract. Verbal agreements made prior to the conclusion of the contract shall not be legally binding and shall be replaced in full by the written contract, unless their binding continuation has been expressly agreed.
- (4) Individual contractual agreements - including any verbal agreements - shall take precedence over these General Terms and Conditions. A written contract or our written confirmation shall be authoritative as proof of the content.
- (5) The written form within the meaning of these General Terms and Conditions may be replaced by the electronic form (§ 126a BGB). In addition, the written form within the meaning of these General Terms and Conditions shall also be deemed to have been satisfied by the transmission of a signed document by e-mail.
- (6) The customer shall comply with the applicable export control and sanction regulations and laws of the Federal Republic of Germany, the European Union, the United States of America and other jurisdictions.
- (7) The fulfillment of our contractual obligations is subject to the proviso that the applicable export control regulations do not conflict with this and that the customer provides us with any necessary, current export licenses. The customer is solely responsible for obtaining these. Delays due to export inspections or approval procedures shall invalidate any agreed delivery deadlines. If export regulations conflict with this or if the customer has not submitted an export license, the contract shall be deemed not concluded with regard to the parts concerned.
- (8) If necessary to comply with national or international export control or sanction regulations, we are entitled to terminate the contract without notice. In this case, the customer shall not be entitled to any claims for damages or other claims or rights against us.

§ 3 Prices, Travel

- (1) Unless otherwise agreed, the calculation of the purchase price shall be based on our net list prices valid at the time of the order plus the respective statutory value added tax.
- (2) Unless otherwise agreed, the customer shall bear any insurance, transportation, packaging and express delivery costs as well as any other taxes and duties.
- (3) If no deviating or fixed (unchangeable) price has been agreed and delivery is to take place more than four months after conclusion of the contract, we reserve the right to adjust the price up to the amount of the current net list price at the time of delivery. In the event of a price increase of more than 40%, the customer shall be entitled to withdraw from the contract. Withdrawal must be declared to us in writing within two weeks of notification of the price increase.

§ 4 Condition

The function and quality of the goods shall be in accordance with the specifications published by the manufacturer. Modifications or separate agreements must be made in writing (e.g. specifications). Other documents and statements are irrelevant.

§ 5 Shipping; Delivery

- (1) The goods always travel uninsured and in any case at the customer's risk. This also applies to carriage paid delivery and irrespective of the means of transportation used. Transport insurance shall only be taken out at the express request of the customer. Any costs arising from this shall be borne by the customer.
- (2) We shall be entitled to determine the place of dispatch, the type of dispatch (in particular the transport company and means as well as the dispatch route) and the packaging (type and material) at our dutiful discretion. Agreements deviating from this must be made in writing.
- (3) If the customer provides the means of transportation, he shall be responsible for punctual provision. Any delays must be notified to us in good time. Any resulting costs shall be borne by the customer.
- (4) We are entitled to make reasonable partial deliveries.
- (5) Our delivery obligation is always subject to timely and proper delivery by our own suppliers.
- (6) Delivery and unloading times/dates (delivery periods) promised by us are always non-binding. This shall not apply if a fixed delivery period has been promised or agreed in writing. Promised or agreed delivery periods are calculated from order confirmation, in the case of delivery against advance payment from receipt of payment.
- (7) Insofar as a fixed delivery period has been promised or agreed, we shall not be liable for impediments to delivery due to force majeure or other events unforeseeable at the time of conclusion of the contract for which we are not responsible (e.g. operational disruptions of any kind, fire, natural disasters, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, delays in the granting of any necessary official permits, official/sovereign measures, subsequent loss of export or import opportunities). Such an event shall also be the failure of our own suppliers to deliver on time or properly within the meaning of paragraph 5, provided that we are not responsible for this and the transaction with the upstream supplier is a congruent hedging transaction. If one of the aforementioned events occurs, the delivery period shall be automatically extended by the duration of the event plus a reasonable start-up period. If an obstacle to delivery for which we are not responsible lasts longer than four weeks, we shall be entitled to withdraw

from the contract. We shall immediately reimburse any payments already made by the customer. The customer shall have no further claims, in particular for damages.

- (8) If an agreed delivery period or unloading time is exceeded without there being an obstacle to delivery in accordance with paragraph 7 above, the customer must grant us a reasonable grace period of at least four weeks. If we also culpably fail to meet this deadline, the customer shall be entitled to withdraw from the contract. In addition, we shall only be liable to the customer in accordance with § 12.

- (9) In the case of deliveries to EU member states ("intra-Community deliveries of goods"), the customer must immediately cooperate in a suitable manner in providing evidence of the intra-Community delivery of goods. In particular, we are entitled to a dated and signed confirmation of the intra-Community delivery of goods with at least the following content: name and address of the recipient of the goods, quantity and commercial description of the goods as well as place and date of receipt of the goods. If the customer culpably fails to comply with this obligation to cooperate, he shall be liable for the resulting damage, in particular for the VAT incurred by us.

§ 6 Payment

- (1) Our purchase price claims are generally "net cash" and due for payment without any deduction immediately upon receipt of the invoice, unless a different payment term has been agreed in writing. We are entitled at any time, even in the context of ongoing business relationships, to provide services only against advance payment. We shall declare a corresponding reservation in our order confirmation at the latest.
- (2) We shall only accept bills of exchange or checks on the basis of special agreements and always only on account of payment. Discount and bill charges shall be borne by the customer and are due immediately.
- (3) If the customer does not pay the purchase price within 10 calendar days of the due date, he shall be in default without the need for a reminder, unless performance is not made as a result of circumstances for which he is not responsible. Interest shall be charged on the purchase price during the period of default in accordance with the applicable statutory provisions. In addition, in the event of default, we shall be entitled to the statutory lump sum for default pursuant to Section 288 (5) BGB. We expressly reserve the right to claim further damages caused by default.
- (4) If the customer is no longer able to conduct business in an orderly manner, in particular if the customer is seized, if a check or bill of exchange is protested or if there is a delay in payment or even a suspension of payment and if the customer applies for judicial or extrajudicial composition proceedings or bankruptcy proceedings concerning him or if proceedings are applied for in accordance with the Insolvency Ordinance, we shall be entitled to declare all our claims arising from the business relationship due immediately, even if we have accepted bills of exchange or checks. The same shall apply if the customer is in arrears with his payments to us or other circumstances become known which make his creditworthiness appear doubtful. In such a case, we are also entitled to demand advance payments or securities or to withdraw from the contract.
- (5) The customer shall only be entitled to offset or assert a right of retention insofar as the counterclaims asserted by him in this respect are undisputed by us or have been legally established.

§ 7 Retention of Ownership (Title)

- (1) The goods delivered by us shall remain our property until the customer has settled all claims arising from the business relationship - including balance claims from current accounts and from refinancing or reverse bills of exchange.
- (2) The customer shall only be entitled to sell the goods delivered by us in the ordinary course of business insofar as the purchaser has not excluded the assignment of the claim from the resale (cf. para. 6). The customer is obliged to ensure that the purchaser gives any reserved consent to the assignment of the claim from the resale in the required form. The customer's authorization to resell the goods shall expire in particular in the cases specified in § 6 (4). In addition, we shall be entitled to revoke the customer's authorization to sell by written declaration if the customer is in default with the fulfillment of his obligations towards us, in particular with his payments, or if other circumstances become known which make his creditworthiness appear doubtful.
- (3) The restrictions of the above paragraph (2) shall apply accordingly to the customer's right to process the goods delivered by us. The customer shall not acquire ownership of the goods produced in whole or in part as a result of the processing; the processing shall be carried out free of charge exclusively for us as the manufacturer within the meaning of § 950 BGB. Should our retention of title nevertheless expire due to any circumstances, the customer and we hereby agree that ownership of the goods shall pass to us upon processing, that we accept the transfer of ownership and that the customer shall remain the custodian of the goods free of charge.
- (4) If our reserved goods are processed and inseparably mixed with goods still owned by third parties, we shall acquire co-ownership of the new items or mixed stock. The extent of the co-ownership is determined by the ratio of the invoice value of the other goods.
- (5) Goods to which we acquire ownership or co-ownership in accordance with the above paragraphs (3) and (4), as well as the goods delivered to us under retention of title in accordance with the above paragraph (1), shall be deemed to be reserved goods within the meaning of the following provisions.
- (6) The customer hereby assigns to us the claims arising from a resale. The claims from a resale shall also include the claim against the bank which has opened or confirmed a letter of credit in favor of the customer (= reseller) within the scope of the resale. We hereby accept this assignment. If the goods subject to retention of title are a processed product or a mixed stock, whereby in addition to goods delivered by us only such items are included which either belonged to the customer or were delivered to him by third parties only under the so-called simple retention of title, the customer assigns the entire claim from the resale of the goods to us. In the other case, i.e. in the event of a coincidence of advance assignments to us and other suppliers, we shall be entitled to a fraction of the proceeds of the sale, namely in accordance with the ratio of the invoice value of our goods to the invoice value of the other processed or mixed goods.
- (7) Insofar as our claims are secured beyond doubt by more than 125% in total by the assignments or reservations declared above, the excess of the outstanding amounts or the reserved goods shall be released at our discretion at the customer's request.
- (8) The customer is authorized to collect the receivables from the resale of the goods. This direct debit authorization shall lapse if the customer is no longer in the ordinary course of business within the meaning of the provision in § 6 (4). In addition, we may revoke the

customer's direct debit authorization if the customer defaults on its obligations to us, in particular on its payments, or if other circumstances become known which cast doubt on the customer's creditworthiness. If the collection authorization lapses or is revoked by us, the customer shall, at our request, immediately inform us of the debtors of the assigned claims and provide us with the information and documents required for collection.

(9) If third parties seize our reserved goods or the receivables assigned by us, the customer is obliged to point out our ownership/our right and to notify us immediately. The customer shall bear the costs of the intervention.

(10) In the event of conduct in breach of contract, in particular default in payment, the customer shall be obliged, at our first request, to surrender the goods subject to retention of title still in his possession and to assign to us any claims for surrender existing against third parties in respect of the goods subject to retention of title. The taking back or seizure of reserved goods by us shall not constitute a withdrawal from the contract.

(11) In the cases of § 6 (4), we can demand that the customer informs us of the claims arising from the resale and assigned to us in accordance with § 7 (6) and their debtors. We shall then be entitled to disclose the assignment at our discretion.

§ 8 Empties

The customer is obliged to return empties (Euro crates, pallets, Euro hooks, etc.) to us in the same type, quantity and value as he received them for the purpose of delivery. The empties must be returned in a clean condition in accordance with hygiene regulations. If the customer is unable to return the empties to us upon delivery of our goods, he must immediately and at his own expense ensure that the empties account is balanced (debt to be discharged at creditor's domicile). If the customer is in default with the return of the empties, we can refuse to take them back after a reasonable grace period and demand compensation in money from the buyer.

§ 9 Obligation To Inspect And Give Notice Of Defects

(1) The customer must check the conformity of the delivered products with the contract immediately upon receipt and note any defects discovered on the delivery bill or consignment note or receipt and notify us immediately. We must also be notified immediately of any defects discovered later.

(2) The customer must observe the following forms and deadlines when giving notice of any defects:

- a. The complaint must be made at the latest within one week following the delivery of the goods to the agreed destination or their acceptance. In the case of a complaint about a hidden defect that initially remains undetected despite a proper initial inspection in accordance with the above paragraph (1), a different deadline applies, according to which the complaint must be made within one week of the hidden defect being discovered.
- b. The complaint must be sent to us in writing, by telex, e-mail or fax within the aforementioned deadlines. Notification of defects by telephone is not sufficient. Notices of defects to commercial representatives, brokers and agents are irrelevant.
- c. The complaint must clearly state the nature and extent of the alleged defect.
- d. The customer is obliged to keep the rejected goods available at the place of inspection for inspection by us, our supplier or experts commissioned by us.

(3) Complaints with regard to the number of items, weights and packaging of the goods are excluded if the note on the delivery bill or consignment note or receipt of delivery required under paragraph (1) above is missing. Furthermore, any complaint shall be excluded as soon as the customer has mixed, reused or resold the delivered goods or has started to process them.

(4) Goods that are not objected to in due form and time shall be deemed approved and accepted.

§ 10 Acceptance / Return

(1) In the case of work services, we shall present the products created to the customer for acceptance. The customer undertakes to inspect the submitted product for conformity with the contract within one week at the latest. At our request, the acceptance test shall be carried out in the presence of one of our employees.

(2) After the acceptance test has been successfully carried out, the customer shall immediately declare acceptance to us in writing. The acceptance test shall be deemed to have been carried out successfully if no significant deviations of the work performance from the service description according to § 4 above are found.

(3) If the customer discovers deviations from the service description during the acceptance test, he shall inform us immediately in writing in accordance with § 9 (2).

(4) Significant deviations shall be eliminated by us within a reasonable period of time and the service shall then be presented to the customer for renewed acceptance; the renewed acceptance test shall be limited to the determination of the elimination of the deviations. Non-significant deviations shall be recorded by the customer in writing in the acceptance declaration as a defect and remedied by us within the scope of the warranty.

(5) If acceptance is not declared for a reason other than the existence of a defect within the meaning of para. 2, the work services concerned shall be deemed to have been accepted upon expiry of the period specified in para. 1. In addition, acceptance shall always be deemed to have taken place as soon as the customer starts using the work performance in the course of business operations.

(6) If the goods are returned for a reason for which the customer is responsible (e.g. incorrect order), a maximum of 70% of the original purchase price might be reimbursed after the goods have been returned in perfect condition and in their original packaging from a goods value of € 50. If the value of the goods is less than € 50, no refund will be made. This also applies in the event that the goods cannot be used for other purposes.

§ 11 Rights in The Event Of Defects

(1) The warranty is excluded for the purchase of used goods; in this respect, we may assign our rights against the upstream supplier to the customer. In the case of refurbished goods, the warranty is limited to the measures carried out by us, which are documented in a protocol that is handed over to the customer at the time of purchase. In the case of work services (e.g. maintenance, inspection), the warranty shall be limited to the measures carried out by us. No other warranty shall be assumed for the object on which we carry out measures (e.g. engine).

(2) In the event of a defect, the goods shall, at our discretion, be replaced or the defect rectified or the work shall be remanufactured or the defect rectified (hereinafter referred to collectively as "subsequent performance"). The customer shall grant us a reasonable period of time to carry out the subsequent performance. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

(3) If the subsequent performance has failed or a reasonable deadline to be set by the customer for the subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the contract or reduce the price. In the case of an insignificant defect, however, there is no right of withdrawal.

(4) The customer shall not be entitled to any further rights and claims due to the existence of a defect. In particular, we shall not be liable to the customer for damages unless the goods delivered by us lack a characteristic expressly warranted by us or in the event of intent or gross negligence on our part.

(5) In the case of warranty claims, the product must be made available at our premises. Any dismantling and installation costs as well as transportation costs shall be borne by the customer. If it turns out that there is no defect, the customer shall bear all costs incurred, in particular travel, labor and material costs. § Section 478 BGB remains unaffected.

(6) Unless a case of § 438 para. 1 no. 2 BGB or § 634a para. 1 no. 2 BGB exists, claims for defects shall become statute-barred within one year, beginning with delivery or acceptance. In the event of injury to life, limb or health and in the event of intentional or grossly negligent breaches of duty, the statutory limitation provisions shall apply.

§ 12 Limitation Of Liability

The customer's claims for damages or compensation for futile expenses shall be governed by the following provisions:

(1) We shall be liable for damages resulting from injury to life, body or health which are based on an intentional or negligent breach of duty by our legal representatives or vicarious agents.

(2) We shall also be liable for other damages resulting from an intentional or grossly negligent breach of duty by our legal representatives or vicarious agents.

(3) We shall only be liable for other damages based on a simple or slightly negligent breach of duty by our legal representatives or vicarious agents if these are contractual obligations, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the customer regularly relies and may rely (cardinal obligations). In this case, however, our liability shall be limited to the amount of damage typical for the contract and foreseeable at the time of conclusion of the contract.

(4) Any limitations or exclusions of liability shall not apply if we have fraudulently concealed a defect or if a quality or manufacturer's guarantee exists. Any liability under the Product Liability Act shall also remain unaffected.

(5) The above provisions shall apply to the same extent to our executive bodies, employees and staff.

§ 13 Further Provisions

(1) Insofar as software is created or parameterized for the customer as part of the performance of the contract the customer receives a simple, temporally and spatially unlimited right to use the software or parameterization unlimited in time and space for use on or in connection with the product distributed by DGS distributed by DGS, as well as the right to utilize it as part of/together with the product distributed by DGS (and in this respect also to transfer it to third parties). No source code is transferred. The processing and other distribution/transfer of the software by the customer is by the customer is excluded; the mandatory rights of the customer pursuant to Art. 5 para. 1 and 6 of the EU Directive of 23.4.2009 on the legal protection of computer programs.

(2) The customer may only assign rights and obligations arising from legal transactions concluded with us with our express consent. We are entitled to assign our rights and obligations towards the customer.

(3) The place of performance for the delivery of the goods is the registered office of DGS.

(4) Verbal collateral agreements are not valid. Any amendment to an agreement must be made in writing, as must any waiver of this written form requirement.

(5) The exclusive - also international - place of jurisdiction for all disputes arising from or in connection with the business relationship between us and the customer is Mainz. However, we shall also be entitled to sue the customer at its registered office. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected.

(6) The contractual relationship is subject to the law of the Federal Republic of Germany. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

(7) The invalidity of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. Ineffective provisions shall be deemed to be replaced by such effective provisions that are suitable to realize the economic purpose of the omitted provision as far as possible.