

General Terms and Conditions of Sale and Delivery

As of September 1, 2023

1 Scope; general

These Terms and Conditions of Sale and Delivery shall apply to all domestic and foreign companies affiliated with MöllerGroup GmbH. Explicitly included are in particular MöllerTech GmbH, MöllerTech Engineering GmbH, MöllerTech International GmbH, MöllerTech Thüringen GmbH, MöllerTech Süd GmbH, MöllerWerke GmbH, MöllerFlex GmbH, MöllerMiner GmbH, MöllerTech USA, LLC, MöllerTech South LLC, MöllerTech Limited. Our deliveries and services shall be exclusively subject to these General Terms and Conditions of Sale and Delivery (terms and conditions). These shall also apply to all future business relations, even if they are not expressly agreed again or we do not expressly refer to them again. They shall also apply if we have not objected in individual cases to deviating terms and conditions of the purchaser (also referred to as the customer), which we hereby expressly reject. Our terms and conditions shall also apply if we carry out the delivery to the purchaser without reservation in the knowledge that the purchaser's terms and conditions conflict with or deviate from these terms and conditions. Similarly, we shall not be bound to the extent that the purchaser's terms and conditions deviate from statutory provisions to our detriment. The acceptance of deviating conditions and modifications must be made in writing. These terms and conditions shall not apply to consumers (as defined in Section 13 of the German Civil Code [BGB]).

2 Offer; conclusion of contract; certification

1. Our offers shall be subject to change. They shall only constitute requests to the purchaser to submit offers.
2. The order of the purchaser shall be considered a binding offer. We may accept or reject this offer at our discretion within 4 weeks after receipt of the binding offer by sending a written order confirmation from our responsible department. In the absence of such a confirmation, the delivery note shall be deemed to be the order confirmation - even after the expiry of the 4 weeks; correspondingly, the same shall also apply if an invoice is sent prior to delivery. Our silence shall not be deemed as acceptance.
3. We shall reserve the property rights and copyrights as well as the rights under patent and utility model law to illustrations, drawings, calculations, results of data processing procedures and other documents made available to the purchaser by us within the scope of the contract initiation. They shall be entrusted only for the purposes of our respective offer and may not be reproduced or made accessible to third parties, even in part, without our express, or at least written, consent. This shall apply in particular to such written documents which are marked as "confidential"; the purchaser shall require our express written consent before passing them on to any third parties. Our documents relating to the order are to be returned to us free of charge if the order is placed elsewhere. Copies are to be destroyed.
4. Our members of staff, commercial agents or other sales intermediaries shall not be authorized to waive the requirement of a written order confirmation or to make any promises or guarantees deviating from the contents thereof.
5. The purchaser shall inform us when making an inquiry which certifications it requires and desires for items of deliveries and services. The purchaser shall bear the costs for certifications which are carried out or obtained with regard to the items of deliveries and services upon notification by the purchaser, in particular the costs of a possible CCC certification.

3 Prices; payments; packaging

1. Unless otherwise stated in the order confirmation, our prices shall apply "ex works". In the case of sale by delivery to a place other than the place of performance, the purchaser shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the purchaser. The agreed Incoterms shall apply in the version valid at the time of conclusion of the contract. Prices shall be understood to be subject to taxes, in particular value-added tax, customs duties and levies, as well as the costs of our customary packaging, other freight, shipping charges and delivery costs that we may exceptionally have to pay. Should any damage occur due to faulty packaging, we shall not be liable insofar as this is based on the purchaser's packaging specifications. Unless otherwise agreed, we shall choose the mode and route of dispatch.

2. We shall reserve the right to increase our prices accordingly should any cost increases occur after the conclusion of the contract, in particular due to collective wage agreements or material/energy price increases, modified inspection criteria, product-related certification requirements and/or product specifications, and should there be at least 4 months between the conclusion of the contract and the intended delivery, and should no corresponding compensation has been made by reducing other price bases during the same period. We shall be bound by agreed prices for a maximum of one year. In the case of new orders and follow-up orders, we shall not be bound by previous prices. Should the delivery quantity, lot size or comparable parameters decrease compared to the agreed price bases, we shall be entitled to demand appropriate cost compensation from the purchaser.

3. The purchaser shall be obliged to pay the purchase price within 10 days of the invoice date without deduction. Failure to do so shall result in the purchaser being in default from this point in time without any further preconditions. However, we shall be entitled at any time, even within the framework of an ongoing business relationship, to execute delivery in full or in part only against advance payment. Payment shall be made by bank transfer. The costs of payment shall be borne by the purchaser. The granting of a cash discount shall be subject to the settlement of all invoices that were previously due.

4. We shall be entitled to charge interest on the due date. As of the commencement of default, we shall be entitled to charge default interest amounting to 8% above the base interest rate according to Section 247 of the German Civil Code [BGB]. We shall reserve the right to claim further compensation for losses.

5. Should the purchaser default on a payment, all other claims against it shall become due immediately, unless the purchaser is not responsible for the delay.

6. The purchaser shall only be entitled to set-off rights if counterclaims are legally established, undisputed or acknowledged by us.

7. The withholding of a due payment by the purchaser shall be excluded, unless we substantially violate obligations arising from the same contractual relationship despite a written warning and do not offer adequate security.

8. We shall be entitled, at our discretion, to first set off payments against costs, interest and/or older debts before setting them off against the principal debt. Should it become apparent after conclusion of the contract that our claim to the purchase price is jeopardized by the purchaser's lack of ability to pay (e.g., through a [partial] suspension of payments or the filing of an application to open insolvency proceedings), we shall be entitled to declare the entire remaining debt due. In this case, we may also demand advance payments and the provision of security. As long as performance has not been effected or has only been effected in a contestable manner, we shall not be obliged to render further performance. The same shall apply in the event of late payment for a previous delivery. In the aforementioned cases, we shall also be entitled to withdraw from all orders if we have set the purchaser a reasonable deadline within which, at the purchaser's option, the purchaser must provide security or effect counter-performance concurrently with our performance, and this deadline has expired to no avail. In the event of withdrawal, the purchaser shall reimburse us for any expenses incurred; we shall be entitled to claim further damages. In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare rescission immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

9. We shall be entitled to assign our claims against the purchaser.

10. Unless otherwise agreed, costs for tools and development shall be remunerated separately. 50% of the tool costs shall be due when the order is placed and 50% after acceptance, 4/5 of the latter, however, no later than 30 days after delivery of the tool. Development costs shall become due upon acceptance of the development work; however, we shall be entitled to demand partial payments upon reaching agreed milestones.

4 Quality; specifications; warranties; property rights

1. Our deliveries and services are state of the art. The quality of the deliveries and services shall be determined solely by the specifications agreed with the purchaser. We shall be entitled for objective reasons, in

particular in the event of a change in the availability of production materials or purchased parts, to demand a modification of the agreed specification or, at our discretion, to replace the delivery items and services with functionally equivalent items, unless this would be unreasonable for the purchaser. The same shall apply if their procurement costs have increased not only insignificantly. We shall be entitled to make improvements to the delivery items and services. If an initial sample test has been agreed, deliveries shall be deemed to comply with specifications if they correspond to the approved initial sample. Specifications and references to legal or technical standards shall serve as descriptions of the services and performance and are not to be interpreted as warranties. In special cases, warranties may be granted upon agreement and against reasonable remuneration by means of a separate warranty document to be expressly issued by us in writing to the extent defined therein; no warranties shall be granted in any other way, in particular by verbal or implied declaration; warranties must be signed by two members of staff. No warranties shall be granted on wear and tear parts. Consequential damage and costs, in particular for transport, dismantling and installation, shall not be covered by warranties.

2. Should we provide advice to the purchaser outside of our contractual services, we shall only be liable for the functionality and suitability of the delivery item in cases of gross negligence and intent.

3. Deviations from drawings, illustrations, dimensions, weights and other performance data that are customary in the trade shall be permissible.

4. In the event of partial deliveries in several installments, we shall be entitled in individual cases to make excess or short deliveries of up to 10%; in particular, we shall be entitled to deliver completely filled load carriers; the total delivery quantity shall remain unaffected thereby.

5. Our deliveries and services shall be suitable for the customary use of an object of its kind. The purchaser shall be responsible for checking the suitability of the goods for the use intended by the purchaser; the purchaser shall notify us well in advance if the goods are to be used under unusual conditions or conditions posing a particular health, safety or environmental risk or increased stress. The purchaser shall also inform us without delay if our deliveries prove to be unsuitable or only suitable to a limited extent for their intended use. If our deliveries are combined with or incorporated into other objects, the interface responsibility shall lie with the purchaser.

6. We shall not be obliged to check whether our deliveries and services or the use thereof infringe any industrial property rights or applications for industrial property rights of third parties outside Germany. We shall not be liable for claims arising from the infringement of industrial property rights and applications for industrial property rights outside the Federal Republic of Germany in the event of contractual use of our deliveries and services.

5 Time of delivery and performance; force majeure; partial deliveries

1. The delivery period shall be agreed individually or stated by us upon acceptance of the order.

2. Should we be unable to meet binding delivery deadlines for reasons for which we are not responsible, we shall inform the purchaser of this without delay and at the same time notify the purchaser of the anticipated new delivery date. We shall be released from our obligation to perform during this period. If performance is also not possible within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse the purchaser for any consideration already paid. Such reasons, which release us from an obligation to perform, shall be on hand, for example, in the event of delayed self-delivery by our supplier if we have concluded a congruent covering transaction, in the event of other disruptions in the supply chain, for example, due to force majeure or other unforeseeable or extraordinary circumstances, e.g., in the event of a breakdown in the supply chain due to fire, storm or similar circumstances, failure of production facilities or machines, strike or lockout, lack of material, energy, transport facilities, endemics, epidemics, pandemics or similar circumstances. e.g., operational disruptions due to fire, storm or similar circumstances, failure of production plants or machinery, strike or lockout, lack of material, energy, transport facilities, endemics, epidemics, pandemics or official interventions (even if they occur at our upstream suppliers) or if we are not obliged to procure in an individual case.

3. Delivery periods shall not commence before the purchaser has submitted any documents required for the processing of the order and before receipt of agreed advance payments. A delivery deadline shall be deemed to have been met if the shipment is ready for dispatch within the deadline and this has been communicated to the purchaser or if it leaves our premises.

4. We shall be entitled to make partial deliveries to a reasonable extent before expiry of the delivery period. Partial deliveries and invoices for functional units shall be permissible.

5. Should the shipment of the delivery be delayed due to circumstances for which we are not responsible, we shall be entitled to charge a storage fee amounting to 0.5% of the invoice amount for each month or part thereof, unless the purchaser proves a lesser damage. Further claims, e.g., from delay, shall remain unaffected.

6. Should an agreed delivery deadline not be met due to our fault, the purchaser shall be entitled to claim compensation for the delay after expiry of a reasonable grace period of at least 14 days to the exclusion of any further claims, unless we have acted with gross negligence or intent. The purchaser's compensation for the delay shall be limited to a maximum of 5 % of that part of the delivery which has not been made on time. The purchaser's rights of rescission and termination shall remain unaffected; however, rescission and termination shall be excluded if the purchaser is in default of acceptance.

7. In the case of call-off orders without agreement on the duration, production lot sizes and acceptance dates, we may demand a binding stipulation thereof no later than 3 months after confirmation of the order. If this is not done within 14 days, we shall be entitled to withdraw from the order. The purchaser shall not be entitled to any claims arising therefrom.

8. If the purchaser does not fulfill its obligation to accept the goods, we shall not be bound by the regulations on self-help sales, without prejudice to other rights, but may sell the delivery items on the open market after prior notification of the purchaser after a reasonable period of time, regularly after 14 days.

6 Transfer of risk

1. Unless otherwise agreed, the risk shall pass to the purchaser as soon as the goods are made available for collection at the agreed location. This shall also apply if we arrange transport at the purchaser's request.

2. In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the purchaser upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the delivery. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law applicable to works and services shall also apply mutatis mutandis to an agreed acceptance. Handover or acceptance shall be deemed to have taken place if the purchaser is in default of acceptance.

7 Liability for defects

1. The purchaser shall inspect incoming deliveries in accordance with the statutory provisions (Sections 377 and 381 of the German Commercial Code [HGB]), immediately notify us in writing of any defects and provide us with a detailed written description of the defects notified. In the case of goods intended for installation or other further processing, an inspection must in any case take place immediately before processing. By processing incoming complaints and inspecting the goods, we shall not waive the right to invoke late or incomplete notification of defects. If the purchaser fails to carry out a proper inspection and/or to give notice of defects, our liability for the defect not notified or not notified in time or not notified properly shall be excluded according to the statutory provisions. In the case of goods intended for incorporation, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, the purchaser shall in particular have no claims for reimbursement of corresponding costs ("removal and installation costs").

2. We shall not be liable in principle for defects of which the purchaser is aware at the time of conclusion of the contract or is not aware due to gross negligence (Section 442 of the German Civil Code [BGB]). We shall not warrant for damages and malfunctions caused by natural wear and tear, faulty installation or commissioning by the purchaser, improper use or

operating errors, faulty or unsuitable power supply, operation with the wrong type of current or voltage, fire, lightning, explosion, moisture or failure to carry out necessary or recommended operating and/or maintenance work. Likewise, no warranty shall be provided if parts are replaced or consumables are used that do not comply with the original specification.

3. We shall warrant that our deliveries and services are free of defects for a period of one year from delivery or performance. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. Should a defect be on hand, we shall initially be entitled, at our discretion, to remedy the defect or to deliver a defect-free item. The purchaser shall reserve the right to reduce the purchase price in the event of failure to remedy the defect or, at its discretion, to withdraw from the contract in this respect. In the case of an insignificant defect, however, there shall be no right of withdrawal. A failure to remedy the defect is deemed to be on hand if two attempts to remedy the defect fail. Further claims, in particular claims for reimbursement of expenses or damages due to defects or consequential damages, shall only exist in accordance with the provisions of Section 8. After subsequent performance has been carried out, the warranty period shall not start anew. We shall be entitled to render the subsequent performance owed conditional upon the purchaser paying the purchase price due. However, the purchaser shall be entitled to retain a part of the purchase price which is reasonable in relation to the defect.

4. The purchaser shall grant us the time and opportunity required for the subsequent performance owed, in particular to hand over the disputed items for inspection purposes. Insofar as the purchaser is thereby obliged to set us a reasonable deadline for rendering our delivery or service in order to assert its rights, the deadline shall only be deemed reasonable if it is not less than 14 days. In the event of a replacement delivery, the purchaser shall return the defective item to us at our request in accordance with the statutory provisions; however, the purchaser shall have no right to claim the return thereof. Subsequent performance shall not include the dismantling, removal or de-installation of the defective item or the incorporation, attachment or installation of a defect-free item if we were not originally obligated to render such services; any claims of the purchaser for reimbursement of corresponding costs ("dismantling and installation costs") shall remain unaffected.

5. We shall be entitled to refuse subsequent performance if it is only possible with disproportionately high effort or costs. Costs shall be deemed to be disproportionately high in particular if the total expenditure for the subsequent performance (including replacement delivery) is higher than 110% of the market value of the goods sold. Further rights of the purchaser shall remain unaffected.

6. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions and these GTC if a defect is actually on hand. Otherwise, we may demand from the purchaser reimbursement of the costs incurred as a result of the unjustified request to remedy the defect if the purchaser knew or could have known that no defect was actually on hand. In this context, we shall not be obliged to bear the expenses necessary for the purpose of subsequent performance insofar as these expenses are increased by the fact that the item was taken to a place other than the place of performance.

7. In urgent cases, e.g., if operational safety is endangered or to prevent disproportionate damage, the purchaser shall have the right to remedy the defect itself and to demand reimbursement of the expenses objectively necessary for this purpose from us. We are to be informed immediately of such self-performance, if possible in advance. The right of self-performance shall not exist if we were entitled to refuse a corresponding subsequent performance according to the legal requirements.

8. Only the direct purchaser shall be entitled to claims for defects against us and such claims shall not be assignable. Section 354a of the German Commercial Code [HGB] shall remain unaffected.

9. Claims of the purchaser for reimbursement of expenses according to Section 445a paragraph 1 of the German Civil Code [BGB] shall be excluded unless the last contract in the supply chain is a sale of consumer goods (Sections 478 and 474 of the German Civil Code [BGB]). Claims of the purchaser for damages or reimbursement of futile expenses (Section 284 of

the German Civil Code [BGB]) shall only exist according to Section 8 below, even if the items are defective.

10. The purchaser's right of recourse according to Sections 478 and 474 of the German Civil Code [BGB] shall only exist if the claim by a consumer was justified and only to the extent and under the conditions provided by law. They presuppose the observance of the recourse beneficiary's own obligations, in particular the observance of the obligations to give notice of defects. We shall not be liable if the purchaser has entered into agreements extending liability or if the items delivered by us have been treated or processed after the delivery and performance thereof. Recourse claims shall not exist in the case of goodwill agreements of the purchaser.

8 Claims for damages

1. Unless otherwise stipulated in these terms and conditions, we shall only be liable for damages due to breach of contractual, non-contractual and statutory obligations and for reimbursement of futile expenses in the event of intent or gross negligence. This shall also apply to breaches of duty by our legal representatives and vicarious agents. In the event of simple negligence, we shall only be liable in the event of a breach of essential contractual obligations. In the event of liability and taking into account the following limits, we shall compensate the purchaser for the proven damage to the extent that it was foreseeable for us at the time of the conclusion of the contract as a consequence of the breach of duty with regard to the occurrence of the damage and the amount of the damage and could not have been avoided by the purchaser.

2. We shall not be liable for any damage which has not occurred to the delivery item itself; in particular, we shall not be liable for any loss of profit or other financial loss suffered by the purchaser.

3. Excluded from the above limitations of liability shall be liability for damages arising from injury to life, limb or health.

4. The above provisions shall also apply to claims arising from culpa in contrahendo, breach of ancillary obligations and claims arising from fault-based product liability.

5. The purchaser may only claim damages in lieu of performance in the event of a material breach of duty by us.

6. Should the purchaser invoke a condition by virtue of a public statement or advertising by us, the manufacturer or its agents, the purchaser shall be responsible for proving that this statement was the cause of the decision to purchase.

7. Guarantees or warranties of characteristics or quality shall only be effective in the written form and must be signed by at least two members of staff of our sales department. Section 4 paragraph 1 shall also apply to guarantees.

8. Should the subject matter of the contract be an item which is only defined by its type, our liability shall also be determined in this case according to the above rules; liability independent of fault shall be excluded.

9. The limitations of liability resulting from the above clauses shall also apply to third parties as well as to breaches of duty by persons (also in their favor) whose fault we are responsible for according to the statutory provisions. They shall not apply insofar as a defect has been fraudulently concealed or a warranty for the quality of the goods has been assumed and for claims of the purchaser according to the German Product Liability Act.

10. The purchaser may only withdraw from or terminate the contract due to a breach of duty which does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the purchaser (in particular according to Sections 650 and 648 of the German Civil Code [BGB]) shall be excluded.

11. For the rest, we shall only be liable within the scope of the statutory provisions under private law.

12. The above claims shall become statute-barred within the limitation period pursuant to Section 7, paragraph 3, sentences 1 and 2 of these terms and conditions, unless the application of the regular statutory limitation period (Sections 195 and 199 of the German Civil Code [BGB]) would lead to a shorter limitation period in individual cases. Claims for damages by the purchaser pursuant to Section 1 paragraph 1 and Section 3 of this regulation as well as pursuant to the Product Liability Act shall become statute-barred exclusively in accordance with the statutory limitation periods.

9 Retention of title

1. All our deliveries and services shall be subject to retention of title. Ownership shall not pass to the purchaser until all our claims arising from the business relationship have been settled. This shall include all claims, irrespective of their legal basis, including claims arising in the future or conditional claims, also from contracts concluded at the same time or later within the scope of the business relationship. This shall also apply if payments are made on specifically designated claims. The retained title shall be deemed to be security for our outstanding balance in the case of a current account.
2. The purchaser shall undertake to treat the purchased goods delivered under retention of title with due care, in particular to insure them adequately at replacement value against fire, water, storm, breakage and theft at its own expense. Insofar as maintenance and inspection work is required, the purchaser shall carry out such work in a timely and professional manner at its own expense.
3. The purchaser may neither pledge nor assign by way of security any our delivery items and services to which we have retained title. In the event of seizure, confiscation or other interventions by third parties, the purchaser must inform them of our ownership and notify us immediately in writing and verbally in advance. In such a case, the purchaser shall provide us with the assistance necessary to exercise our rights. Any costs for interventions that become necessary shall be borne by the purchaser. In the event of cessation of payments, the purchaser shall also notify us of any delivery items and services that may still be in the purchaser's possession.
4. In the event of conduct in breach of the contract on the part of the purchaser, in particular in the event of default in payment, we shall be entitled to demand the return of our delivery items and services. In the event of default in payment, this shall only apply if we have previously set the purchaser a reasonable deadline for full payment without success or if setting such a deadline is not necessary according to the statutory provisions. The purchaser shall be obliged to surrender the goods. Our demand for surrender shall only be deemed to be a withdrawal from the contract if we expressly declare this in writing.
5. The purchaser shall only be authorized to carry out the actions specified in this paragraph until such time as this authorization is revoked. The processing or transformation of our delivery items and services subject to retention of title by the purchaser shall in all cases be carried out on our behalf. In the event of treating, processing, mixing or incorporating, the retained title to the treated, processed, mixed or incorporated delivery items and services shall continue, whereby we shall be deemed to be the manufacturer. If the treating, processing, mixing or inseparable incorporating is carried out with items not belonging to us, we shall acquire ownership of a new item in the ratio of the invoice value of the delivery items and services delivered under retention of title to the invoice value of the other items used at the time of treating, processing, mixing or incorporating. The co-ownership rights thus created shall be deemed to be delivery items and services subject to retention of title as defined in these terms and conditions. Should the delivery items and services be combined or inseparably mixed with other movable items to form a single item and if the other item is to be regarded as the main item, the purchaser shall assign to us pro rata co-ownership to the extent that the main item belongs to it. In the aforementioned cases, the purchaser shall hereby assign to us its ownership rights to the processed, combined or mixed item. Instead of surrendering the item to us, the purchaser shall keep the processed, combined, mixed or incorporated item in safe custody for us. In all other respects, the same shall apply to the item created by processing, combining, mixing or incorporating as to the items delivered under retention of title.
6. The purchaser shall be entitled to process and sell our delivery items and services in the ordinary course of business, unless it is in default vis-à-vis us, has suspended payment or an application has been made to open insolvency proceedings against its assets. The purchaser shall hereby assign to us in full any receivables owed by purchasers or third parties as a result of the resale along with all associated rights. We shall accept this assignment. Should any of our delivery items and services be sold by the purchaser - after processing/ combining/ mixing/ incorporating - together with items not belonging to the purchaser, the purchaser shall hereby assign to us the receivables arising from the resale in the amount of the value of our delivery items and services with all ancillary rights and priority

over the rest. We shall already now accept this assignment. The purchaser shall be authorized to collect these receivables even after assignment. Our option to collect the receivables ourselves shall remain unaffected by this. However, we shall not collect receivables as long as the purchaser duly meets its payment and other obligations, in particular is not in default of payment and there are no reasonable doubts about the purchaser's solvency and creditworthiness. The purchaser shall not be entitled to assign the receivables in any other way.

7. We may demand that the purchaser inform us of the assigned receivables and their debtors, provide all information required for collection, hand over the relevant documents and inform the debtors of the assignment.

8. If the value of all securities to which we are entitled exceeds the total amount owed to us by the purchaser by more than 20%, we shall be obliged to release securities of our choice to this extent at the purchaser's request. If we take back any delivery items and services by mutual agreement, they shall only be credited to the amount of the respective current market value.

10 Provisions, specifications, third-party rights, industrial property rights

1. Should we have to deliver according to drawings, models, samples or by using parts or other provisions (materials) of the purchaser, the purchaser shall be responsible for ensuring that the rights of third parties, in particular the industrial property rights of third parties in the country of destination of the goods designated to us, are not infringed thereby. The purchaser shall indemnify us against any third-party claims in this respect and compensate us for any damage incurred. If we are prohibited from manufacturing, delivering or performing by a third party on the grounds of an industrial property right belonging to it, we shall be entitled - without checking the legal situation - to suspend work until the legal situation has been clarified by the purchaser and the third party. Should continuation of the order no longer be reasonable for us due to the delay, we shall be entitled, at our discretion, to withdraw from the contract in whole or in part or to terminate the contract. Claims for damages on our part shall remain unaffected by this.
2. Any drawings and samples made available to us which have not led to an order being placed shall be returned upon request; otherwise, we shall be entitled to destroy them 3 months after submission of the offer. We shall inform the purchaser of the intention to destroy them well in advance.
3. We shall be entitled to the copyrights, applications for industrial property rights and industrial property rights, in particular all rights of use and exploitation as well as the know-how to the models, tools, molds and devices, drafts, drawings and the delivery item designed by us or by a third party on our behalf.

11 Molds; tools; material supplies

1. The price for molds and tools shall also include the costs for one-time sampling, but not the costs for testing and processing devices and for modifications initiated by the purchaser. Costs for further sampling shall be borne by us insofar as we are responsible for them.
2. Unless otherwise agreed, we are and shall remain the owner of the molds and tools manufactured for the purchaser by ourselves or by a third party commissioned by us. Molds and tools owned by us may also be used to fulfill orders of third parties. Our obligation to store them shall expire two years after the last delivery of parts made from the mold or tool and prior notification of the purchaser setting a deadline for declaring further handling of the mold or tool.
3. If, as agreed, the purchaser is to become the owner of the molds and tools, ownership shall not pass to it until the purchase price has been paid in full. At the purchaser's request, we shall mark the molds and tools as third-party property and insure them at the purchaser's request and expense. We shall be entitled to lien and retention rights on the molds and tools to the extent provided by law.
4. In the case of the purchaser's own molds according to paragraph 3 and/or molds made available by the purchaser on loan, our liability with regard to storage and maintenance shall be limited to the same extent that we exercise in our own affairs. Costs for maintenance and repairs shall be borne by the purchaser. Our obligations shall lapse if, after completion of the order and a corresponding request, the purchaser fails to collect the

molds within a reasonable period of time. We shall be entitled to rights of lien and retention to the extent provided by law.

5. Should materials be supplied by the purchaser, they shall be delivered in good time and in perfect condition at the purchaser's expense and risk with a reasonable quantity surcharge of at least 5%.

If these conditions are not met, the delivery time shall be extended accordingly. Except in cases of force majeure, the purchaser shall also bear the additional costs incurred for interruptions in production due to non-fulfillment of its obligation according to paragraph 1.

We shall inspect such materials upon receipt only for obvious damage, in particular transport damage, as well as for identity and quantity discrepancies; otherwise, we shall not be obliged to carry out incoming inspections. We shall immediately notify the purchaser in writing of any defects in the materials as soon as they are discovered in the ordinary course of business, at the latest within four weeks of delivery. In this respect, the purchaser shall waive the objection of delayed notification of defects.

12 Applicable law; place of performance; place of jurisdiction; suspension of statute of limitations

1. The laws of the Federal Republic of Germany shall apply exclusively to the exclusion of the rules of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG).

2. The place of performance for all obligations arising from the contractual relationship shall be our registered office.

3. Should the purchaser be a as defined by the German Commercial Code [HGB], a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office. The same shall apply if the purchaser is an entrepreneur as defined in Section 14 of the German Civil Code [BGB]. However, in all cases we shall also be entitled to take legal action at the place of performance of an individual agreement taking precedence over these GTC or at the general place of jurisdiction of the purchaser. The same place of jurisdiction shall apply if the purchaser does not have a general place of jurisdiction in Germany or moves its registered office abroad after conclusion of the contract. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

4. Should the purchaser be domiciled in the People's Republic of China, the following shall apply in deviation from paragraph 3: The parties shall agree on arbitration. The place of arbitration shall be Beijing, China; the language of arbitration shall be English; the arbitration rules of the China International Economic and Trade Arbitration Commission (CIETAC) shall apply. Applicable law shall be German law excluding the conflict of laws rules.

5. Notwithstanding further statutory provisions, the suspension of the statute of limitations shall also end if the suspension negotiations are not continued on the matter for more than four weeks. A recommencement of the limitation period for claims of the purchaser shall in any case require our express written confirmation.

13 Severability clause

Should any provision in these terms and conditions be or become invalid, this shall not affect the validity of the other provisions. The invalid provision shall be replaced by a valid provision which comes closest to the meaning and economic purpose of the invalid provision. In all other respects, the principles of supplementary contractual interpretation shall apply.