

General Terms and Conditions of Business and Delivery

I. General points and scope of application

1. The following business and delivery terms of Alleima Karlsruhe GmbH and Alleima Dettingen GmbH apply in particular to all purchase contracts and other contracts in connection with the delivery of movable objects to be produced or manufactured.
2. Hereinafter, Alleima Karlsruhe GmbH and Alleima Dettingen GmbH is referred to as Alleima.
3. Alleima's General Terms and Conditions of Business and Delivery apply exclusively. Alleima does not accept any terms of the contract partner which are contrary to or deviating from and not contained in Alleima's General Terms and Conditions of Business and Delivery, unless Alleima has explicitly consented to their validity in writing. The General Terms and Conditions of Business and Delivery also apply if Alleima delivers its products or provides its services without reserve being aware of the existence of general terms of the contract partner.
4. All agreements concluded between Alleima and the contract partner for the purpose of executing this contract must be fixed in writing. This also applies to the cancellation or change of this clause. Purchase orders by the contract partner are only binding if they have been confirmed by Alleima in writing (e.g. per email).
5. Alleima's General Terms and Conditions of Business and Delivery are only valid vis-à-vis entrepreneurs (§ 14 BGB (German Civil Code)), legal entities under public law or special funds under public law according to §310 sec. 1 BGB.
6. Alleima's General Terms and Conditions of Business and Delivery also apply to all future business transactions with the contract partner, even if they are not explicitly agreed once again or we have not referred to them.

II. Offer, offer documents, contract conclusion and specifications

1. If the contract partner's order is to be qualified as an offer according to §145 BGB, Alleima is entitled to accept it in writing within two

weeks. Unless otherwise provided for in its offer, Alleima is not bound by its offers.

2. The order confirmation includes the content and scope of the contractual obligations and exclusively determines the quality and features of the products to be delivered. Any side agreements and subsequent changes require the written or text form.
3. Alleima reserves all intellectual property rights and copyrights to pictures, drawings, calculations and other documents. In particular, this applies to such written documents that are designated as “confidential”. Before forwarding such documents to third parties, the contract partner needs the express written permission of Alleima.
4. As for products that Alleima produces on behalf of the contract partner based on sketches, plans or models of the contract partner, Alleima has no obligation to check such sketches, plans or models for their fitness and use. The quality specification for the products is determined by the stipulations of the contract partners. The examination of the fitness for use and safety for the purposes of the contract partner lies within his responsibility. As far as required, the contract partner will ensure the provision of sufficient operating instructions.

III. Prices, payment terms and security deposits

1. Unless otherwise agreed in the individual case, our (list-) prices shall apply, as applicable from time to time. They are to be settled in Euro unless a different currency is explicitly fixed in the order confirmation.
2. Unless otherwise specified in the order confirmation, Alleima’s indicated prices are stated “ex works” without packaging. The latter will be separately invoiced.
3. All prices indicated by Alleima are to be understood plus value added tax. For German contract partners, it will be, in general, mentioned in the offer and Alleima’s order confirmation and separately shown in the invoice at the legal amount on the day of invoicing. No value added tax will be indicated for international contract partners.
4. As far as nothing else is mentioned in the order confirmation, the invoice amount is due net (without deductions) within 21 days from invoicing. In the event of late payment, the statutory provisions shall apply.
5. The deduction of a cash discount requires a special written agreement.
6. Alleima is entitled to allocate payments, even in spite of any contrary instructions by the contract partner, to its older invoices first and will inform the contract partner accordingly. If any cost and interest has

already been incurred, Alleima is entitled to allocate payments received first to the cost, then against the interest and finally against the principal amount invoiced. A payment is deemed made only when Alleima can freely dispose of the amount. In case of checks, the payment is deemed made only when the check is redeemed.

7. Counterclaims of the contract partner do not entitle him to any setoff unless they are res iudicata, undisputed or accepted by Alleima. Commercial clients do not have any retention right.
8. If no deviating payment term is included in the order confirmation, default starts upon the reminder, at the latest, however, according to § 286 sec. 3 BGB.
9. If the contract partner is in default of payment or if insolvency proceedings or comparable legal proceedings have been applied for or opened over his assets or if their opening has been dismissed for insufficient assets, then Alleima is entitled to stop the work on commenced orders by means of a right of retention and to withhold partial deliveries not yet made until the contract partner settles the open invoices or a sufficient security has been deposited, for example by an irrevocable bank guarantee of a credit institution from within the Euro zone admitted as domestic customs and tax guarantor. If no payment arrives and the security is not deposited within a reasonable period of time, but after 14 days at the latest, Alleima is entitled to withdraw from all existing contracts – or, in case of continuing obligations, to exercise an extraordinary right of termination - and to charge all costs incurred until that date to the contract partner, including lost profits. It is refutably presumed that the lost profits amount to at least the agreed price less saved cost.
10. The minimum order value amounts to 1000.00 euros net. If the order value is lower, Alleima will charge the difference from 1000.00 euros net as small quantity surcharge.
11. The delivery quantity of goods may be subject to a variation of up to plus or minus ten percent ($\pm 10\%$) from the order quantity.

IV. Delivery times and deadlines

1. If a delivery time is agreed or provided by Alleima, this is only approximate, unless the delivery time has been designated as “fixed”, “fix”, “mandatory” or synonymously in text form. The beginning of the delivery time indicated by Alleima is subject to the clarification of all technical questions.
2. If a delivery time has been agreed, it starts on the day of sending the written order confirmation by Alleima and is deemed kept if the

products have been dispatched or readiness for shipment has been confirmed. In case of an early delivery, the early delivery counts.

3. If Alleima, without its own fault, is incapable of delivering the ordered products or providing the service because a cover transaction was entered into with a sub-supplier to perform the delivery to the contract partner and the sub-supplier does not fulfil his contractual obligations, Alleima is entitled to withdraw from the contract vis-à-vis the contract partner. In such case, Alleima will inform the contract partner without delay about its inability to deliver. If the purchase price has already been paid, it will be reimbursed.
4. The fulfilment of the delivery obligation by Alleima is further subject to the timely and due fulfilment of the obligations of the contract partner. The right of retention because of a non-fulfilled contractual obligation by the contract partner shall remain unaffected.
5. The delivery time is extended – even within a potential default – by a reasonable period if any unforeseen obstacles occur which were not caused by Alleima and cannot be avoided by Alleima despite due care according to the circumstances (“force majeure”), in particular in case of an unexpected failure of a supplier or a subcontractor of Alleima, epidemics, disruptions of operation, interventions by authorities, strike, lockout (only in case of legality of the labour dispute) or disturbances of energy supply. Alleima shall inform the contract partner about such obstacles and their expected duration with undue delay.
6. Delays do not entitle the contract partner to withdraw from the contract or to return the products, unless otherwise provided for by mandatory legal provisions. If a force majeure event lasts for more than three months without interruption, both parties are released from their performance obligations.
7. If the contract partner is in default of acceptance or culpably breaches any other cooperation duties, then Alleima is entitled to claim compensation for the damage thus caused to Alleima, including any additional expenses. Further legal claims remain unaffected.
8. As far as the conditions of subsection 7 are fulfilled, the risk of an accidental loss or degradation of the products transfers to the contract partner upon his default.
9. In case of defective delivery, the regulations under VI. Warranty, liability of these Terms shall apply exclusively.

V. Risk transfer and risk assumption

1. The risk of loss and degradation of the products during transit transfers to the contract partner upon dispatch or handing over to

the forwarding agent, respectively. If the dispatch is delayed upon request of the contract partner, the risk is transferred to him upon confirmation of the readiness for shipment.

2. As far as requested by the contract partner, Alleima will cover the risk of loss and degradation by transport insurance. The costs thus incurred will be borne by the contract partner.

VI. Warranty, liability

1. Any claims for defects by the contract partner are only possible if he has duly fulfilled his obligations to examination and notification of defects according to §§ 377, 381 HGB (German Commercial Code).
2. As far as the product is defective, Alleima has the right, at its discretion, to supplementary performance by remedial action or delivery of a new product free of defects. In case of remedial action, Alleima bears all expenses required for the remedial action, in particular transport, road, labour and material costs, as far as they are not increased by the product having been taken to a place different from the place of performance. Any such supplementary performance does not include the dismantling, removal or deinstallation of the delivered product, nor the fitting, attachment or installation of a new product unless Alleima originally was obliged to provide such performance; this shall not affect potential mandatory legal claims by the contract partner for reimbursement of such cost.
3. If the supplementary performance fails or a grace period reasonably set by the contract partner has expired or is redundant under pertinent laws, the contract partner is entitled, at his discretion, to withdraw from the order or to reduce the price.
4. Alleima is liable for damages according to the legal provisions in the event of a breach caused by intent or gross negligence, including intent or gross negligence of the representatives or aides of Alleima.
5. Alleima is liable for damages also in the event of a slightly negligent breach, including a slightly negligent breach by its representatives or aides, if there was a breach of an essential contractual obligation.
6. As far as there was no intentional or willful breach by Alleima, its liability for damages, no matter on which legal basis, is limited to the loss which was foreseeable as typically occurring at the date when the contract was made.
7. The limitation period for claims for defects is 12 months, counted from the moment of risk transfer. The limitation period in case of a delivery recourse according to the §§478, 479 BGB remains unaffected.
8. The liability for injury to life, body or health remains unaffected; this also applies to mandatory liability according to the Product Liability

Act (ProdHaftG) or similar product liability laws of other countries and any liability under special laws and regulations for products designed to be delivered to consumers.

9. Unless something else is provided above, any liability is excluded.

VII. Overall liability cap

1. Any further liability for damages beyond the scope defined in VI. Warranty, liability –irrespective of the legal nature of the asserted claim – is excluded. This applies, in particular, to claims for damages for negligence in contracting, for other breaches of duty or for tort claims for compensation of property damage.
2. As far as the liability for damages is excluded or limited vis-à-vis Alleima, this also applies with respect to any personal liability for damages of its employees, workers, personnel, representatives and aides.

VIII. Reservation of title

1. Until the settlement of all claims (including all current account balances) owed to Alleima on any legal grounds by the contract partner now or in the future, the following securities are granted to Alleima, which Alleima will release at its discretion, as far as their value sustainably exceeds the claims by more than 10%.
2. Alleima reserves its title to the product. In case of a breach of contract by the contract partner, in particular in case of default in payment, Alleima is entitled to take the products back. If the return has been caused by the contract partner, he must also bear the return shipping cost. If Alleima takes back the delivery item, this does not imply a withdrawal from the contract, unless Alleima has explicitly declared that in writing. An attachment of the products by Alleima always implies a withdrawal from the contract. After taking back the products, Alleima is entitled to its free use or disposal. The proceeds from such use or disposal must be offset against the liabilities of the contract partner – less reasonable disposal costs.

3. The products remain the property of Alleima. Their processing or transformation always occurs for Alleima as manufacturer, but without any obligation for it. If the (co-)ownership of Alleima is dissolved by combination, it is agreed already now that the contract partner's (co-) ownership of the uniform item is transferred to Alleima proportionally to its value (invoice value). The contract partner shall keep the (co-) owned item for Alleima free of charge.
4. The contract partner is obliged to handle the products with due care; in particular, he is obliged to sufficiently insure them at his own expense against fire, water and theft damage at their reinstatement value. As far as maintenance and inspection works are required, the contract partner must execute them in time at his own expense.
5. In case of attachments or other interventions by third parties, the contract partner must immediately notify Alleima in writing, so that Alleima can file a suit according to §771 ZPO (German Code of Civil Procedure). As far as the third party is incapable of reimbursing the judicial and extrajudicial costs of an action according to §771 ZPO to Alleima, the contract partner is liable for the cost incurred by Alleima.
6. The contract partner is entitled to resell the products within his ordinary course of business; however, he already assigns to Alleima all claims against his clients or third parties resulting from an onsale of the products at the amount of Alleima's final invoice value (including VAT), no matter if the products have been resold without or after further processing. The contract partner remains entitled to collect this receivable even after the assignment. Alleima's right to collect the receivable itself remains unaffected thereby. However, Alleima undertakes not to collect the receivable as long as the contract partner fulfils his payment obligations from the received proceeds, is not in default and as, in particular, no application for the opening of bankruptcy, composition or insolvency proceedings has been filed and there is no cessation of payments. If this is the case, however, Alleima can require the contract partner to identify the assigned receivables and their debtors to Alleima, provide all information required for their collection and the associated documents and inform the debtors (third parties) of the assignment.
7. If in case of cross-border delivery abroad the reservation of title above is not valid according to the laws of the export country of destination or must be amended and/or registered with the government authorities to be valid, then the contract partner is obliged and Alleima entitled to conclude a collateral arrangement according to the laws of the export country and to effectuate the

required registration. The contract partner is obliged vis-à-vis Alleima to cooperate in the submission of the declarations and acts to effectuate a valid collateral arrangement for the products delivered to Alleima. If the contract partner is in arrears with payments to Alleima, Alleima is entitled to take possession of the delivered products itself and store them separately or outside the business premises of the contract partner without this implying a withdrawal from the contract.

IX. Defect of title, liability

1. Alleima is liable according to the abovementioned provisions for defects of title for the products delivered by it to the contract partner. The contract partner is obliged to immediately inform Alleima in case of appearing defects of title, e.g. breaches of trademark or patent rights or copyrights, and to cooperate, upon request from and at the expense of Alleima, in the legal defense chosen by Alleima.
2. If Alleima produces the respective product according to the specifications, sketches, plans, drawings or models of the contract partner, the contract partner is liable, in case of defects of title, vis-à-vis Alleima. In such case, the contract partner is obliged to indemnify Alleima, if it is held liable by third parties, from any liability, compensation and costs. In this case, the contract partner is also obliged to assume the legal defense

X. Data protection

1. Alleima is entitled to electronically store and to process data of the contract partner that Alleima receives from the business relationship with the contract partner under the contract, as far as the contract partner himself is entitled to store and process them.

XI. Guarantee statements

1. The issue of a guarantee statement by Alleima requires separate written form and is valid only if made outside the order confirmation.
2. A guarantee statement is only issued in a valid manner if it is signed by a managing director with sole power of representation or by a managing director with joint power of representation with another managing director or authorized signatory of Alleima by their own hand(s).
3. All documents mentioned in Alleima's present General Terms and Conditions of Business and Delivery contain no guarantee statement. The acceptance of tacit guarantees and guarantee statements is excluded between Alleima and the contract partner.

XII. Place of jurisdiction, place of performance and severability clause

1. The courts in charge of the district of Alleima's head office shall be the forum for all disputes arising under this contract. However, Alleima is also entitled to initiate legal proceedings against the contract partner in the courts of the district of the contract partner's registered office.
2. The application of the laws of the Federal Republic of Germany is agreed. The validity of the UN Sales Laws is excluded.
3. As far as nothing else is mentioned in the order confirmation, the place of performance is Alleima's place of business.
4. If one or several clauses of Alleima's General Terms and Conditions of Business and Delivery are invalid, the remaining clauses remain valid.