

General Terms and Conditions of Delivery Götze Gruppe

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I. Validity

1. All deliveries, services and offers of the companies

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- hereinafter referred to as the "Götze Group" –

vis-à-vis entrepreneurs, legal entities under public law or special funds under public law shall be made exclusively based on these General Terms and Conditions of Delivery. These are an integral part of all contracts concluded by the Götze Group with its contractual partners (hereinafter also referred to as "customers") regarding the deliveries or services offered by the Götze Group, unless other regulations have been expressly agreed between the customers and the Götze Group in individual cases. They also apply to all future deliveries, services or offers to the customer, even if they are not separately agreed to again.

2. Terms and conditions of the customer or third parties shall not apply, even if the Götze Group does not separately object to their validity in individual cases. Even if Götze Group refers to a letter which contains or refers to the terms and conditions of the customer or a third party, this does not constitute agreement with the validity of those terms and conditions.

II. Offer and Conclusion of Contract

1. All offers of the Götze Group are subject to confirmation and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. The Götze Group may accept orders or commissions within fourteen days of receipt.
2. Information provided by the Götze Group on the subject of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as illustrations of the same (e.g. drawings and illustrations) are only approximate unless the usability for the contractually intended purpose presupposes exact conformity. They are not guaranteed characteristics, but descriptions or markings of the delivery or service. Deviations customary in trade or not contrary to the recognized rules of technology and deviations which occur due to legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts, are permissible provided that they do not impair the usability for the contractually intended purpose.
3. The Götze Group reserves the right of ownership or copyright to all offers and estimates of costs made as well as to all drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the customer.

Without the written consent of the Götze Group, the customer shall not disclose to third parties, publish, use or reproduce them themselves or use or reproduce through third parties.

At the request of the Götze Gruppe, the customer shall return these delivery items in their entirety to the Götze Gruppe and destroy any copies made if they are no longer required by the customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

III. Means of Production, Raw Materials, Components and Tools provided or supplied by the Customer

- 1 The production of injection moulds for the manufacture of delivery items by the Götze Group shall be carried out, if necessary, on the basis of a separate agreement.
2. The payment for production of injection moulds (cost of tools) shall be paid in advance.
3. Finished tools shall be handed over to the Götze Group after acceptance appropriated to produce delivery items.
4. Raw materials, components and tools supplied by the customer or supplied by specified suppliers shall only be inspected by the Götze Group for quantity and obvious defects.

All raw materials, components and tools to be provided by the customer are to be "Delivered Duty Paid" (DDP) according to the Incoterms 2010 to the Götze Group at the agreed delivery address. The raw materials and components delivered/provided by the customer are regarded as dependent components of the subject matter of the contract from the beginning of processing and remain the property of the Götze Group until full payment has been made.

IV. Prices and Payments

1. The prices shall apply to the scope of services and deliveries specified in the order confirmations. Additional or special services shall be invoiced separately. Prices are quoted in EURO ex works plus packaging, statutory value-added tax, customs duties for export deliveries and fees and other public charges.
2. If the agreed prices are based on list prices of the Götze Group and delivery takes place more than four months after conclusion of the contract, the list prices of the Götze Group valid at the time of delivery shall apply (each time an agreed percentage discount or fixed discount less).
3. Price changes caused by changes to the contract product or by changes to the requirements of the contract product shall be negotiated and determined on the basis of a joint cost analysis. An increase in raw material prices of 5% or more shall be additionally remunerated by the customer.
4. Invoices shall be paid within eighteen days without any deduction, unless otherwise agreed to in writing. The date of receipt at the Götze Group is decisive for the date of payment. Cheques are considered payment only after encashment. If the customer fails to pay in due time, interests of 5% p.a. shall be charged on the outstanding amounts from the due date; the assertion of higher interest rates and further damages in the event of default shall remain unaffected.
5. Offsetting against counterclaims of Customer or withholding payments due to such claims shall only be permissible if the counterclaims are undisputed or have been legally established.
6. The Götze Group is entitled to carry out or render outstanding deliveries or services only against payments in advance or a provision of security, if circumstances become known to the Götze Group after conclusion of the contract, which are suitable to significantly reduce the creditworthiness of the customer and which endanger the payment of the outstanding claims of the Götze Group by the customer from the respective contractual relationship (including from other individual orders to which the same framework agreement applies).

V. Delivery and delivery time

1. Deliveries shall be made EXW "ex works" (Incoterms 2000).
2. Deadlines and dates for deliveries and services promised by the Götze Group are always only approximate, unless a fixed deadline or date has been expressly agreed to in writing. The delivery obligation of the Götze Group is subject to correct and punctual self-delivery, unless the incorrect or delayed delivery is also a fault of the Götze Group. If shipment has been agreed upon, delivery periods and delivery dates refer the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
3. The Götze Group may - without prejudice to its rights arising from default of the customer and other legal or contractual claims - demand from the customer an extension of delivery and performance periods or a postponement of delivery and performance dates by the period in which

Customer does not fulfil their contractual obligations towards the Götze Group or does not comply with their obligations or duties of participation.

Further legal claims remain unaffected.

4. The Götze Group is not liable for impossibility of delivery or for delays in delivery, as far as these are caused by Force Majeure or other events not foreseeable at the time of the conclusion of the contract and for which the Götze Group is not responsible (e.g., operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, short-term work, lack of workers, lack of energy or raw materials, difficulties in procuring necessary official approvals, official measures, the lack of delivery, and/or incorrect or untimely delivery by third parties).

The Götze Group is entitled to withdraw from the contract if such events make the delivery or service substantially more difficult or impossible and the hindrance is not just temporary.

In case of hindrances of temporary duration, the delivery or service periods shall be extended, or the delivery or service dates shall be postponed by the period of the hindrance plus a reasonable warm-up period.

If the customer cannot reasonably accept the delivery or service due to the delay, they can withdraw from the contract by immediate written declaration to the Götze Group.

5. The Götze Group is entitled to make partial deliveries if

- the partial delivery for the client is within the framework of the contractual intended purpose
- the delivery of the remaining ordered goods is warranted and
- the customer does not incur any significant additional costs or expenses (unless the Götze Group declares its willingness to bear these costs).

6. If the Götze Group is behind with a delivery or service or if a delivery or service becomes impossible for any reason whatsoever, the liability of the Götze Group is limited to damages according to clause XI. of these General Terms and Conditions of Delivery.

VI. Long-term Supply Contracts

1. In the case of long-term supply contracts (regularly recurring orders of a Customer during a certain and possibly extendable contract period), the supply of the customer with delivery items in accordance with the provisions of this section VI. shall be made based on a demand plan, which Customer shall make available to the Götze Group at least three months in advance (rolling forecast) and shall be updated weekly, considering the available production resources (performance of tools).

The customer is obligated to buy back raw material which the Götze Group orders for the following 10 weeks of a forecasted demand and which cannot be processed due to ordinary termination of the contract or orders deviating from the forecasted demand, at purchase prices of the Götze Group, provided that the Götze Group has no other use for it.

2. Orders of the customer shall be placed in a binding and unchangeable manner each 4 weeks in advance. The order volume of an order may not deviate by more than 20% from the forecasted demand of the last eight weeks and may not exceed the tool performance of the available production resources.

3. The forecasted demand, its updating and each order are made via a digital interface (DFÜ) to the CRM tool of Götze Group.

4. Each delivery date is four weeks after an order. The respective delivery date does not lead to the existence of an absolute fixed transaction.

5. Deviating delivery dates are to be agreed upon individually in writing.

6. If the time for delivery is exceeded during production, the Götze Group will inform the customer immediately in writing or by telecommunication (specifically fax, e-mail).

7. Delivery and transfer of risk shall be EXW "ex works" (Incoterms 2000).

VII. Place of Performance, Shipping, Packaging, Transfer of Risk, Acceptance

1. The place of performance for all obligations arising from the contractual relationship shall be the registered office of the respective Götze Group company, unless otherwise specified. If the Götze Group also owes assembly services, the place of performance shall be the place where the assembly is to take place.

2. Shipping and packaging are subject to the dutiful discretion of the Götze Gruppe.

3. The transfer of risk passes over to the customer at the latest with the handing over of the delivery item (whereby the beginning of the loading process is decisive) to the forwarding agent, carrier or other third party appointed to carry out the shipment. This shall also apply if partial deliveries are made or if the Götze Group has taken over other services (e.g. dispatch, installation or assembly). If dispatch or handover is delayed due to circumstances for which the customer is responsible, the transfer of risk shall pass to the customer from the day on which the Götze Group is ready for dispatch and has notified the customer accordingly.

4. Storage costs after transfer of risk shall be borne by the customer. In case of storage by the Götze Gruppe, the storage costs are 0.25% of the invoice amount of the delivery items to be stored per expired week. The right to assert and prove further or lower storage costs remains unaffected.

5. The Götze Group will insure deliveries against theft, breakage, transport, fire and water damage or other insurable risks only at the express written request of the customer and at the customer's expense.

6. In the case that acceptance is required, the service shall be deemed as accepted at the latest when

- the delivery and, if the Götze Group also owes the assembly, the assembly, has been completed,
- the Götze Group has informed the customer of this with reference to the acceptance fiction according to this clause, VI. paragraph 6 and has requested them to accept the service,
- twelve working days have elapsed since the notification or if the customer has begun to use the service (e.g. the delivered plant has been put into operation) and in this case six working days have elapsed since delivery or assembly, and
- the customer has omitted to accept the service within this period due other reasons than a reason notified to the Götze Group which makes the use of the delivery impossible or significantly impairs it.

Other acceptance facts remain unaffected.

VIII. Subcontractors

The Götze Group is entitled to use subcontractors without prior consultation with the customer.

IX. Warranty Claims

1. The time bar for claims based on defects shall be one year from delivery or from acceptance if it is required. In the case of a building, the statutory limitation period shall apply.

2. Irrespective of any further legal duties and obligations of the customer, the delivered items must be carefully inspected immediately after delivery to the customer or to a third party designated by the customer. They shall be deemed approved if the Götze Group has not received a notice of defects with regard to obvious defects or other defects which were recognizable during an immediate, careful examination within seven working days after delivery of the delivery item, or otherwise within seven working days after discovery of the defect or the time at which the defect was recognizable for the client during normal use of the delivery item without closer examination. At the request of the Götze Group, the delivery item complained of must be returned to the Götze Group, carriage paid. This does not apply if the costs increase because the delivery item is located at a place other than the place of the intended use.

3. In the event of defects in delivery or service, the Götze Group is initially obliged and entitled to rectify the defect or make a replacement delivery at its sole discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonability, refusal or unreasonable delay of the repair or replacement, the customer may withdraw from the contract or reasonably reduce the price.

4. If a defect is due to a fault of the Götze Group, the customer shall only claim damages under the conditions specified in section XI.

5. In case of defected components of other manufacturers or the delivery of sub-suppliers, which the Götze Group is not able to eliminate due to licensing or factual reasons, the Götze Group will either assert its warranty claims against the manufacturers and suppliers for the account of the customer or assign them to the customer. Warranty claims against the Götze Group for such defects exist under the other conditions and in accordance with these General Terms and Conditions of Delivery only if the judicial enforcement of the above-mentioned claims against the manufacturer and supplier was unsuccessful or is futile, for example due to insolvency. During the duration of the legal dispute, the statute of limitations of the relevant warranty claims of the customer against the Götze Group are suspended. In the case of sub-suppliers specified by the customer, the assertion of such claims is incumbent on the customer; the Götze Group is only liable if the defect is attributable to them for specific reasons.

6. The warranty shall be excluded if the customer changes the delivery item or has it changed by third parties without the consent of the Götze Group and the correction of defects thereby becomes impossible or unreasonably difficult. In any case, the customer shall bear the additional costs of remedying the defect incurred as a result of the change.

7 For a delivery of used items, agreed upon with the customer on an individual basis, any warranty is excluded.

8. If the delivery has a defect due to specifications made by the customer - of any kind whatsoever – the Götze Group is not liable in general, unless it is obliged to give notice of concern in an individual case in an equitable manner or based on legal specifications and this is not given.

9. If the Götze Group operates as a contract manufacturing company - in particular without its own research and development department "build to print" - it is not obliged to check the customer's order for factual and technical correctness in any respect; nor is it obliged to check whether the contractual product is at all suitable for the purpose intended for it by the customer. The examination of the products commissioned by the customer and delivered by the Götze Group with regard to their technical requirements, as well as the examination of their legal, official, technical and professional suitability, and applicability for the respective case of use, is the sole responsibility of the customer, notwithstanding the above paragraph 8.

10. If a delivery item is manufactured by the Götze Group based on construction data, drawings, drafts, models or similar documents of the customer, the Götze Group is only liable for the execution being carried out in accordance with the data of the customer on which the order is based bindingly. If this is the case and damage occurs due to such specifications of the customer or if claims are made against the Götze Group based on these specifications, the customer shall indemnify and hold the Götze Group harmless from and against such claims of third parties. Project documents, e.g. plans, sketches, drawings, illustrations, samples, technical plans etc. shall only become binding parts of the contract if this is expressly declared and confirmed in writing by the Götze Group.

X. Property rights

1. If, and only if, the design or development of the delivery item is attributable to the Götze Group and the properties of the delivery item are not so determined by the specifications of the Customer, so that the Götze Group only acts within the scope of a "build to print" order production, then the Götze Group is responsible for the fact that the delivery item is free from industrial property rights or copyrights of third parties according to this clause X.

If the delivery item is developed by the customer or manufactured according to their specifications, the customer is liable and has to indemnify and hold the Götze Gruppe harmless from claims of third parties. In these cases, the Götze Group is not obliged to examine the delivery item for possible infringements of industrial property rights. Each contracting party shall immediately inform the other contracting party in writing if claims are asserted against it due to the infringement of such rights.

2. In the event that a delivery item infringes an industrial property right or copyright of a third party and the Götze Group is responsible for this according to the above paragraph 1, the Götze Group will modify or exchange the delivery item at its sole discretion and expense in such a way that no third party rights are infringed upon, but the delivery item continues to fulfil the contractually agreed functions, or the Götze Group will provide the customer with the right of use by concluding a license agreement.

If the Götze Group fails to do so within a reasonable period, the customer shall be entitled to withdraw from the contract or to reduce the purchase price accordingly. Any claims of damages on the part of the customer shall be subject to the restrictions set forth in section XI. of these General Terms and Conditions of Delivery.

3. In case of infringements of property rights by products of other manufacturers supplied by the Götze Group, the Götze Group will, at its option, assert its claims against the manufacturers and suppliers for the account of the customer or assign them to the customer. In these cases, claims against the Götze Group in accordance with this section X. shall only exist if the judicial enforcement of the aforementioned claims against the manufacturers and sub-suppliers was unsuccessful or, for example due to insolvency, is futile.

XI. Limitation of Liability

1. The liability of the Götze Group for damages, no matter for what legal reason, in particular for impossibility, delay, defective/wrong delivery or service, breach of contract, or breach of duties during contract negotiations and tort, is limited, as far as it depends on fault, in accordance with this section XI.

2. The Götze Group is not liable

a) in the event of simple negligence on the part of their organs, legal representatives, employees or other vicarious agents;

b) in the event of gross negligence on the part of its non-executive employees or other vicarious agents,

insofar as it is not a violation of essential contractual duties. Essential contractual duties are to deliver and assemble in a timely manner and free of defects as well as the duty to provide advice, protection and care, which are intended to enable the customer to use the delivery item in accordance with the contract or to protect the life and limb of the customer's personnel, third parties, or the property of the customer from considerable damage.

3. Insofar as the Götze Group is liable for damages in accordance with section XI, paragraph 2, this liability is limited to damages reasonably foreseeable for the Götze Group at the time of the conclusion of the contract as a possible consequence of a breach of contract or which the Götze Group should have foreseen, taking into account the circumstances of which they were aware or of which they should have been aware, if they had been exercising due care. Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation if such damage can typically be expected when the delivery item is used as intended.

4. In the case of liability for simple negligence, the Götze Group's liability for damages to property or persons is limited to an amount of EUR 10 Million per claim (corresponding to the current coverage of its product liability insurance or liability insurance), even if it is a violation of essential contractual obligations.

5. The exclusions and limitations of liability above shall apply to the same extent to the benefit of organs, legal representatives, employees and other vicarious agents of the Götze Group.

6. If the Götze Group provides technical information or acts as a consultant and this information is not part of the contractually agreed upon scope of services owed by the Götze Group, this shall be free of charge and any liability shall be excluded.

7. The limitations of this section XI do not apply to a liability of the Götze Group for willful conduct, for guaranteed characteristics, for injury to life, body or health or according to the product liability law.

XII. Retention of Title

1. Until a full payment is made of all present and future claims of the Götze Group arising from the current business relationship (secured claims), the Götze Group retains title to the delivered goods.

2. The delivery items subject to the retention of title may not be pledged to third parties or assigned as security until the secured claims have been paid in full. The customer shall immediately notify the Götze Group in writing if an application is filed for the opening of insolvency proceedings or if the delivery items are seized by third parties (e.g. seizures).

3. If the customer acts in breach of contract, in particular if the purchase price due is not paid, the Götze Group is entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the delivery items on the basis of retention of title. The demand for

return does not at the same time include the declaration of withdrawal; the Götze Group, rather, is entitled only to demand the return of the goods and to reserve the right to withdraw from the contract. If the customer does not pay the due purchase price, the Götze Group may only assert these rights if they have previously unsuccessfully set a reasonable deadline for payment for the customer, or if such setting of a deadline is not required by law.

4. Until revoked in accordance with paragraph c below, the customer shall be entitled to resell and/or process the delivery items subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

a) The retention of title extends to the full value of the products resulting from the processing, mixing or combining of the delivery items, whereby the Götze Group is deemed to be the manufacturer. If the ownership rights of third parties remain in force during and despite a processing, mixing or combination with goods of third parties, the Götze Group acquires co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the delivery items delivered under retention of title.

b) The customer hereby assigns to the Götze Group any claims against third parties arising from the resale of the delivery items or the product, in total or in the amount of the possible co-ownership share of Götze Group in accordance with the paragraph above as a security and the Götze Group accepts the assignment. The obligations of the customer mentioned in paragraph 2 also apply in consideration of the assigned claims.

c) The customer remains authorized to collect the claim along with the Götze Group. The Götze Group agrees not to collect the claim as long as the customer meets their payment obligations towards the Götze Group, there is no lack of ability to pay and the Götze Group does not assert the retention of title by exercising a right according to paragraph 3.

If this is the case, however, the Götze Group can demand that the customer informs the Götze Group of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, the Götze Group is also entitled to revoke the authority of the customer to further sell and process the goods subject to retention of title.

d) If the realizable value of the securities exceeds the claims of Götze Group by more than 10%, the latter will release securities of its own choice at the customer's request.

XIII. Confidentiality

1. The contracting parties undertake to treat as business secrets all commercial and technical details which are not in the public domain and which become known to them through the business relationship.

2. Drawings, models, templates, samples, and similar objects may not be handed over or made accessible to unauthorized third parties. The reproduction of such objects is only permitted within the framework of operational requirements and copyright regulations.

At the request of Götze Group, the customer shall conclude a separate confidentiality agreement with the Götze Group.

XIV. Final Provisions

1. The place of jurisdiction for all disputes arising from the business relationship between the Götze Group and the customer shall be Dresden or the customer's place of business, at the discretion of the Götze Group. Dresden is the exclusive place of jurisdiction for legal actions against the Götze Group. Mandatory legal regulations about exclusive jurisdictions remain unaffected by this regulation.

2. Relations between Götze Group and the client are exclusively subject to the law of the Federal Republic of Germany to the exclusion of international uniform law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.

3. Serious events, particularly such as in Force Majeure, labor disputes, riots, war or terrorist conflicts, which entail unforeseeable consequences for the performance of services, shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of their effect, even if they are in default. This does not imply an automatic cancellation of the contract. The contracting parties are obliged to inform each other of such an obstacle and to adjust their obligations to the changed circumstances in good faith.

4. If the contract or these General Terms and Conditions of Delivery contain loopholes, those legally effective provisions shall be deemed to have been agreed which the contracting parties would have agreed according to the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery had they been aware of the loophole. Should any provision be or become invalid, this shall not affect the validity of the remaining provisions