

## **Article 1: Applicability**

1. These Terms and Conditions of Sale apply exclusively to companies, legal entities established under public law or special funds governed by public law within the meaning of § 310 (1) of the German Civil Code (BGB). Any terms and conditions of the contractual partner which are contrary to or deviate from the Terms and Conditions of Sale of PINTSCH BUBENZER shall not be recognised and are expressly rejected by PINTSCH BUBENZER, unless PINTSCH BUBENZER has expressly agreed to the validity of such in writing. PINTSCH BUBENZER's Terms and Conditions of Sale shall also apply if PINTSCH BUBENZER carries out delivery without reservation in the knowledge of terms and conditions of the contractual partner which are contrary to or deviate from its own Terms and Conditions of Sale.
2. The Terms and Conditions of Sale of PINTSCH BUBENZER apply not only to the present order, but also to all future business transactions with the customer.
3. All agreements concluded between PINTSCH BUBENZER and the contractual partner for the purpose of executing this Agreement must be attached to the text of the Agreement and must be in writing.

## **Article 2: Offer and documents**

1. The offers of PINTSCH BUBENZER are subject to change without notice, unless PINTSCH BUBENZER submits a binding offer which is expressly designated as such and provided with a period of validity.
2. Any offer which contains several goods or services can only be accepted as a whole. PINTSCH BUBENZER is not obligated to deliver a part of the goods or services offered at a commensurate part of the price.
3. Should the offer be based on information provided by the other party and should this information subsequently prove to be incorrect or incomplete, PINTSCH BUBENZER may adjust prices, tariffs or terms and conditions of delivery indicated as

- well as the other contractual terms and conditions.
4. Prices or tariffs offered do not apply to subsequent orders or to the order of a quantity going above and beyond the original offer.
  5. Models and examples of documents shown and/or made available as well as information on designs, functions, dimensions, weights and other descriptions in brochures, advertising material and on the website of PINTSCH BUBENZER shall not be deemed to constitute any pledges or guarantees of quality. No requirements for the subject of the Agreement may be derived from such.
  6. PINTSCH BUBENZER shall retain title to models and samples that are provided. If PINTSCH BUBENZER so requests, such are to be returned by the contractual partner.
  7. All records and papers as well as other documents or data (including data transmitted in electronic form) transmitted by PINTSCH BUBENZER in connection with an enquiry or an offer shall be treated confidentially and, in the event of non-acceptance of the offer, shall continue to be treated confidentially by the recipient and, if PINTSCH BUBENZER so requests, are to be destroyed or handed over. Any transfer of transmitted documents or data to third parties is expressly prohibited.
  8. PINTSCH BUBENZER may charge the costs incurred in connection with the preparation of an offer if the other party has been informed in writing beforehand and the other party has nevertheless requested preparation of an offer.

## **Article 3: Conclusion of the Agreement, changes to the Agreement**

1. The Agreement shall come about if the contractual partner has accepted the offer by PINTSCH BUBENZER without any changes. In the event of acceptance with changes, the Agreement shall come about when PINTSCH BUBENZER sends a corresponding confirmation of order. If the offer is only partially accepted

and the quantity ordered does not exceed a minimum order value of EURO 250.00, PINTSCH BUBENZER shall charge a minimum quantity surcharge of EURO 50.00.

2. An Agreement shall also be deemed to have been concluded if PINTSCH BUBENZER, after receipt of an order by the contractual partner without confirmation of the order, begins to implement the Agreement.
3. Subsequent amendments of the Agreement shall only be possible with the consent of PINTSCH BUBENZER and shall always require the written form.

#### **Article 4: Prices and terms and conditions of payment**

1. The prices of PINTSCH BUBENZER are ex works based on complete delivery excluding shipping costs, packaging and insurance and plus respectively applicable statutory value added tax unless expressly agreed otherwise. The amount of statutory value-added tax valid on the invoicing date shall apply. The invoiced amounts are payable without deduction at the latest 30 days after the date of invoice unless PINTSCH BUBENZER makes delivery contingent upon immediate payment after prior notification in due time. Deduction of a discount shall require an express written agreement.
2. PINTSCH BUBENZER reserves the right to demand advance payment or payment on account or to demand security in the form of a bank guarantee or letter of credit if the contractual partner is a new customer, orders special designs, has its registered office abroad, there are any reasons which give rise to doubts about the solvency of the customer or the delivery address is abroad. The costs for the provision and handling of such securities shall be borne in full by the customer. If the contractual partner fails to make an advance payment, PINTSCH BUBENZER is entitled to suspend performance of the contractual services until the contractual partner has fulfilled its payment obligation.
3. Bills of exchange or cheques will only be accepted on account of

performance following express prior agreement. In such cases, payment shall only be deemed to have been effected when the corresponding amount is credited without reservation.

4. If, after conclusion of the contract, PINTSCH BUBENZER becomes aware of circumstances which justify doubts as to the creditworthiness of the contractual partner and if the claims of PINTSCH BUBENZER are jeopardised as a result, PINTSCH BUBENZER shall be entitled to withdraw from the Agreement in addition to rights provided to it in statutory provisions. PINTSCH BUBENZER also reserves the right in these cases to demand immediate payment or sufficient security, irrespective of previous agreements. This shall apply in particular if PINTSCH BUBENZER becomes aware of a reason for insolvency.
5. If more than four months lie between the conclusion of the Agreement and the agreed-upon delivery date, PINTSCH BUBENZER shall be entitled to adjust the contractually agreed-upon prices while maintaining its margin, provided that in the meantime costs at PINTSCH BUBENZER, in particular material or labour costs, have increased. This only applies if an invoice item has changed by at least 30% compared to the originally agreed-upon price. If so requested, proof of the change in price is to be provided to the contractual partner. In the event of a price increase of more than 10% of the originally agreed net total price, the contractual partner shall be entitled to withdraw from the Agreement.
6. In case of default of payment, the customer shall be obligated to provide PINTSCH BUBENZER with a security deposit. PINTSCH BUBENZER shall be entitled to use the objects and rights of the contractual partner in its possession or in its power of disposal as a pledge to secure claims due against the contractual partner to which PINTSCH BUBENZER is entitled. PINTSCH BUBENZER shall furthermore be entitled to disclose the pledge and

to realise security items by private contract at the stock exchange or market price, unless a public auction is stipulated by law. Notwithstanding any additional claims due to default of payment, PINTSCH BUBENZER's claims shall be subject to interest beginning with the due date at 5 percentage points above the respective base interest rate of the European Central Bank. If payment is not effected after a reminder, PINTSCH BUBENZER shall be entitled to charge the contractual partner collection fees in the amount of EUR 150.00 for each additional reminder with a payment deadline, as well as any costs incurred in connection with the collection of the claim by a lawyer or collection service provider. In the event of default of payment, PINTSCH BUBENZER shall be entitled to suspend further performance of the Agreement or to terminate the Agreement extraordinarily without setting any additional grace period.

7. The contractual partner shall only be entitled to set-off rights and rights of retention if its counterclaims have been legally established, are undisputed or have been recognised by PINTSCH BUBENZER. Furthermore, the contractual partner shall only be entitled to exercise a right of retention if it is based on the same contractual relationship.
8. If nothing to the contrary is agreed upon by the parties, the hourly rates of PINTSCH BUBENZER applicable at the respective time shall be applied as the fee for services. The numbers of hours recorded by PINTSCH BUBENZER shall be binding unless the contractual partner demonstrates otherwise.
9. The hourly rates apply to the provision of services during normal working hours; for activities performed outside normal working hours, corresponding surcharges shall be payable.
10. PINTSCH BUBENZER may increase an agreed-upon fixed price if, during the execution of the order, it turns out that the agreed or expected amount of work was estimated grossly incorrectly, such estimation error is not attributable to PINTSCH BUBENZER

and PINTSCH BUBENZER cannot reasonably be expected to execute the order at the agreed-upon price.

11. If circumstances that increase costs come about for PINTSCH BUBENZER between conclusion of the Agreement and invoicing which are attributable to changes in the law, official measures, exchange rate fluctuations or fluctuations in the prices for input materials, PINTSCH BUBENZER shall be entitled to increase the prices commensurately and to invoice the contractual partner.
12. Prices stated in an offer, price lists or order confirmations do not include VAT or costs for dispatch, transport, packaging, or costs and fees for import and export, nor do they include costs for the preparation of necessary documents for import by the buyer.

#### **Article 5: Obligations of the other party to cooperate**

1. The contractual partner is obligated to provide all information required for the execution of the Agreement, in particular technical specifications, in good time and in the manner desired by PINTSCH BUBENZER.
2. The contracting party shall in particular:
  - a. ensure that all data carriers and files provided by it are free of computer viruses and errors;
  - b. respond to drafts or enquiries submitted by PINTSCH BUBENZER without undue delay, in no case later than on the fifth working day following submission;
  - c. provide PINTSCH BUBENZER with free access to all places, objects and facilities where agreed-upon work is to be carried out or to which access is necessary for the execution of work;
  - d. keep places where employees of PINTSCH BUBENZER are required to perform services in a condition which complies with applicable legal requirements (in particular occupational health and safety requirements) and take all precautions so that work can be carried out safely and without any hazards being posed to human beings, objects or the

- environment;
- e. provide PINTSCH BUBENZER with the necessary connections for electricity, gas and water free of charge for the performance of work;
  - f. dispose of waste resulting from work properly and free of charge for PINTSCH BUBENZER;
  - g. provide sufficient and suitable premises where tools, materials and the like can be stored so that they are protected against damage and theft;
  - h. provide social rooms for carrying out office work and breaks of a customary quality, grant access to adequate toilets and washrooms and, in general, allow the use of all social rooms including canteens which it makes available to its own employees
3. The contractual partner guarantees the correctness and completeness of the information made available by it and indemnifies PINTSCH BUBENZER from claims of third parties, including the costs of an appropriate legal defence, which arise from incorrectness and/or incompleteness of this information.
  4. The contractual partner may only resell goods delivered by PINTSCH BUBENZER in their original condition. In the event of resale, no changes may be made to the condition of the goods and the packaging. The contractual partner may only put PINTSCH BUBENZER's packaging into circulation with the unchanged original contents. In the event of a violation of this provision, the contractual partner shall be obligated to pay a contractual penalty of EUR 500.00 for each case of violation. This shall not affect the right of PINTSCH BUBENZER to demand compensation for damage actually incurred.
  5. The contractual partner shall be liable for loss, theft and any other damage to tools, materials or any other objects to which PINTSCH BUBENZER holds title and which PINTSCH BUBENZER has stored at the contractual partner's premises during the performance of contractual services.
6. The contractual partner expressly permits PINTSCH BUBENZER to place name and advertising signs at the place of performance of the contractual services without demanding consideration for this.
  7. If the contractual partner fails to fulfil one of its obligations under this Article 5 in due time, PINTSCH BUBENZER shall be entitled to suspend performance of the Agreement until the contractual partner has fulfilled its obligations to cooperate.
  8. The contractual partner must inform PINTSCH BUBENZER prior to the conclusion of the Agreement if it intends to use products in the military sector or in the field of nuclear facilities or otherwise in a sector in which special obligations of a technical or legal nature exist which are of importance for the execution of the contract.
  9. If the contractual partner breaches obligations to cooperate set out under this Article 5, any delay resulting in the provision of services or any additional costs incurred as a result thereof shall be borne by the contractual partner.
- Article 6: Export control regulations**
1. The contractual partner shall be obligated to inform PINTSCH BUBENZER prior to the conclusion of the Agreement if it intends to use the products in an area in which foreign trade law restrictions apply.
  2. In these cases, the contractual partner shall be obligated to obtain the necessary official permits for the transfer or export of the goods, as well as for the import of goods into the receiving country. All resulting costs as well as any import duties and taxes are to be paid and, if necessary, foreign exchange licenses obtained, by the contractual partner.  
A corresponding end-use declaration is to be submitted to PINTSCH BUBENZER.
  3. The obligation of PINTSCH BUBENZER and the purchaser of the goods to fulfil this Agreement is subject to the proviso that execution of the Agreement not be prohibited or impaired by applicable export control regulations of the Federal

Republic of Germany or the European Union.

Furthermore, this obligation is subject to the proviso that execution of the Agreement not be prohibited or impaired by other applicable export control regulations.

Should it become apparent, whether as a result of trade policy or other actual or legal developments, that the Agreement or certain contractually owed services are or will be subject to approval or are or will be subject to a prohibition, the parties shall be obligated to enter into consultations on alternative contractual arrangements with the aim of amending the Agreement by mutual agreement.

4. This Agreement is null and void to the extent that it is intended to relate to a legal transaction that is prohibited under applicable law in the Federal Republic of Germany (§ 134 of the German Civil Code) and is provisionally invalid to the extent that it refers to a legal transaction that is subject to approval (Section 15 of the German Foreign Trade Act - AWG). Notwithstanding any other contrary provisions in this Agreement, PINTSCH BUBENZER shall not be liable for any damage, loss or other costs arising from compliance with applicable export control regulations of the Federal Republic of Germany or the European Union, including but not limited to those which
  - a. for this legal transaction result from a contractual prohibition that has been negligently failed to be recognised or a contractual approval that has not been received in accordance with applicable export control regulations of the Federal Republic of Germany or the European Union, as long as failure to receive approval is not based on intent or gross negligence of a party,
  - b. result from the fact that the execution of the Agreement is prohibited or impaired by applicable export control regulations of the Federal Republic of Germany or the European Union,
  - c. result from delays caused by official approval requirements and/or comparable procedures that are not intentionally or grossly negligently caused by a party.

5. Delays due to official measures

Required approval applications should be submitted at least three months before planned delivery. In the event that delays occur due to official approval requirements and/or comparable procedures, the date of performance of the corresponding contractual obligations shall be postponed commensurately.

6. Contractual use and further delivery of contractual goods by the purchaser

The purchaser of the goods may only use them for the purpose notified by it. In particular, the purchaser is not permitted to deliver goods delivered by PINTSCH BUBENZER to a third person who is on a European Sanctions List or listed in an embargo regulation.

7. Information obligations

Without prejudice to any other information obligations set out in this Agreement, each party shall assist the other party in providing such information and documentation (hereinafter referred to as "information") as is necessary to comply with applicable export control provisions or as may be requested by the authorities in this context. This obligation may in particular also include information about the end customer, the target and the intended use of the contract goods and shall not be excluded by any previously concluded confidentiality obligations. If necessary, an exemption from a previously concluded confidentiality agreement may be requested if applicable export control regulations require that technical details be communicated to the authorities involved.

8. Termination of the Agreement

PINTSCH BUBENZER shall have the right to withdraw from the Agreement if the competent authority refuses to issue the approval or does not issue the required (export/import) approval within a period of 3 (in words: three) months before the date of delivery.

PINTSCH BUBENZER may withdraw from the Agreement if the purchaser of the goods undertakes actions which promote, allow to be expected or may result in a violation of applicable export control regulations of the Federal Republic of Germany or the European

Union, in particular if there are well-founded indications that it does not intend to use the goods for the purpose notified by it but for an illegal purpose. The above provisions shall not affect the possibility of termination of the Agreement for reasons other than those mentioned above.

**Article 7: Execution of the order, amendments to the Agreement, right of retention**

1. If it is agreed between the parties to the Agreement that an order is to be processed in stages, PINTSCH BUBENZER shall be entitled to suspend execution of stages if the results of the previous phase have not yet been accepted by the contractual partner. Any costs and delays arising herefrom shall be borne by the contractual partner.
2. If provision of the contractually agreed services is expedited after a corresponding request by the contractual partner compared to the originally agreed-upon schedule, the additional costs arising from this acceleration of the schedule shall be borne by the contractual partner.
3. Any additional costs or delays resulting from changes in applicable legal or technical regulations that result in changes being required to the subject matter of the Agreement or the manner in which the contractual services are provided shall be borne by the contractual partner.
4. If the contractual partner would like to postpone or change the originally agreed-upon sequence of the contractually agreed-upon services, any costs arising from this or any resulting delay shall be borne by the contractual partner.
5. Should the contractual partner require changes in technical aspects or additional tests or the preparation of additional documentation or the translation of documents in languages other than German, English and Mandarin, PINTSCH BUBENZER shall examine these changes in terms of their feasibility and submit a proposal, which shall also include adjustments in the delivery schedule and the price to be paid. All documents, especially technical documentations will be provided by PINTSCH BUBENZER in an electronic version only. PINTSCH BUBENZER will provide a hard copy only when previously agreed upon in writing and against remuneration for the additional costs. Even if the order is ultimately implemented in its original form, PINTSCH BUBENZER shall be entitled to demand compensation for the costs incurred for preparation of the alternative proposal.
6. If the contractual partner wishes to withdraw from the Agreement before or during the performance of the contractual services, PINTSCH BUBENZER shall propose a compensation payment to the contractual partner, which can amount to up to 100% of the agreed-upon contractual price. If the parties agree in writing to the payment of this sum, PINTSCH BUBENZER shall discontinue provision of the contractual services in return for payment of this sum and shall not demand any additional payments from the contractual partner. If the parties do not agree on the amount of the indemnity or if the contractual partner does not pay this amount by the due date agreed upon by the parties, or alternatively within a reasonable period of time set by PINTSCH BUBENZER, the Agreement between the parties shall remain unchanged and must continue to be fulfilled by both parties.
7. If the contractual partner does not cancel a date for the provision of service or installation work by PINTSCH BUBENZER at least five working days before the commencement of the date, the full agreed remuneration is to be paid on the basis of the valid hourly rates which would have accrued for the originally planned duration of the work until its completion.
8. PINTSCH BUBENZER is entitled to exercise a right of retention on objects in the property of the contractual partner which have lawfully come into the possession of PINTSCH BUBENZER if and as long as the contractual

partner has not paid invoices due from the business relationship of the contractual partners or from a business relationship between the contractual partner and a subsidiary of PINTSCH BUBENZER.

#### **Article 8: Delivery**

1. Delivery and transport shall be at the expense and risk of the contractual partner if nothing is agreed upon to the contrary.
2. The delivery periods stated by PINTSCH BUBENZER are non-binding if nothing is agreed upon to the contrary. Under no circumstances shall a notified delivery period be deemed to be binding unless the technical scope of delivery has been conclusively agreed upon between the parties and expressly confirmed by the contractual partner.
3. The commencement of the delivery period stated by PINTSCH BUBENZER is subject to the timely and proper fulfilment of the obligations of the purchaser. The right to plea non-performance of the Agreement remains reserved.
4. A bindingly agreed-upon delivery period shall be extended by a reasonable period if it cannot be complied with without any fault on the part of PINTSCH BUBENZER due to lack of approvals or due to force majeure. This shall also apply in the event of delays on the part of suppliers or vicarious agents of PINTSCH BUBENZER.
5. If PINTSCH BUBENZER fails to fulfil its obligations, the contractual partner must notify PINTSCH BUBENZER of such in writing and set a reasonable period of time for subsequent performance. This shall not apply if a binding delivery period has been expressly agreed upon.
6. PINTSCH BUBENZER shall be entitled to effect partial deliveries and may invoice these separately as long as this does not result in unreasonable additional expenses for the contractual partner.
7. If the contractual partner is in default of acceptance, it shall be obligated to pay storage interest of 0.5 % of the purchase price per month after notification of readiness for dispatch, and a minimum of EURO 150.00, but no more than 5 % of the purchase price. The respective amount shall be due immediately. The contracting parties reserve the right to assert a higher or lower storage interest rate within the aforementioned maximum limit by submitting proof of such as well as a right to assert additional claims.
8. If the contractual partner culpably violates any other obligations to cooperate, PINTSCH BUBENZER shall be entitled to demand compensation from PINTSCH BUBENZER for any damage incurred in this respect, including any additional expenditures. We reserve the right to assert additional claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the contractual partner at the point in time at which the contractual partner is in default.
9. PINTSCH BUBENZER is liable in accordance with statutory provisions insofar as the underlying purchase agreement is a transaction for delivery by a fixed date. This shall also apply if the contractual partner is able to assert that it has no interest in the continuation of the agreement due to a delay in delivery for which PINTSCH BUBENZER is responsible. In these cases, the liability of PINTSCH BUBENZER shall be limited to foreseeable, typically occurring damage. This shall not apply if PINTSCH BUBENZER is guilty of intentional action.
10. The contractual partner shall be obligated to provide a declaration of end-use for the goods if they are intended for resale. If no end-use declaration is submitted or if this declaration violates export control regulations, PINTSCH BUBENZER shall have the right to refuse performance. The same shall apply in the event that the contractual partner conceals from PINTSCH BUBENZER an intended military or nuclear end-use of the ordered goods. The contractual

partner shall also be obligated to comply with applicable export regulations. The contractual partner shall also undertake to comply with the provisions of the German Foreign Trade and Payments Act (*Außenwirtschaftsgesetz*), the Foreign Trade and Payments Regulation (*Außenwirtschaftsverordnung*) and other German regulations on customs and export controls. The fulfilment of the Agreement on the part of PINTSCH BUBENZER is subject to the proviso that no obstacles due to national or international regulations as well as no embargos, trade restrictions or other sanctions stand in the way of fulfilment.

#### **Article 9: Packaging**

1. Multiple packaging remains the property of PINTSCH BUBENZER and may not be used by the contractual partner for purposes other than those agreed upon.
2. PINTSCH BUBENZER shall inform the contractual partner whether the latter must return the packaging at its own expense or whether it will be collected by PINTSCH BUBENZER.
3. PINTSCH BUBENZER shall be entitled to charge the contractual partner a fee for packaging. If the packaging for which a fee has been charged is returned to PINTSCH BUBENZER within the period agreed upon between the parties, carriage paid and in proper condition, PINTSCH BUBENZER shall refund the fee paid for the packaging or, as it sees fit, offset this against the fee to be paid for packaging in ensuing deliveries. PINTSCH BUBENZER shall be entitled to deduct up to 10 % of handling costs from the fee to be refunded.
4. If reusable packaging is damaged, incomplete or destroyed, the contractual partner shall be liable for such damage. PINTSCH BUBENZER shall net the claim for damages with the fee paid. If the damage is greater than the fee paid, PINTSCH BUBENZER shall not be obligated to take back the damaged packaging. In such case PINTSCH BUBENZER shall be entitled to

charge the costs for a new procurement of this packaging minus the fee already paid.

5. The costs of proper disposal of packaging for single use shall be borne by the contractual partner. It shall be obligated to perform proper disposal on its own responsibility.
6. PINTSCH BUBENZER assumes responsibility for the validity of certificates and attestations regarding the admissibility of packaging for import into individual countries, for example with regard to the implementation of measures for sterilisation and pest control, only to the extent contractually agreed upon and only at the time of delivery. Should certificates or attestations become invalid due to the passage of time or should relevant provisions change, this shall fall within the customer's domain of risk.

#### **Article 10: Transfer of risk and acceptance**

1. Risk shall be transferred to the contractual partner as follows:
  - a. In the case of deliveries without installation/assembly, when the goods leave the supplier's works and are reported to be ready for collection or dispatch;
  - b. In the case of deliveries with installation/assembly, on the day of acceptance at the customer's premises.
2. If nothing to the contrary is expressly agreed upon, "delivery ex works" shall be deemed to be agreed upon.
3. If acceptance is required, PINTSCH BUBENZER shall inform the contractual partner of readiness for acceptance. The parties shall then arrange a date for acceptance.
4. Acceptance shall be deemed to have taken place if, despite a request by PINTSCH BUBENZER, a date for acceptance has not taken place within 10 days of notification of readiness for acceptance and the contractual partner has not objected to the readiness for acceptance in writing within this period. Acceptance shall also be deemed to have taken place if the contractual partner commences



use of the goods.

5. Minor defects which do not prevent commissioning shall not entitle the contractual partner to refuse acceptance. These must be rectified within a period agreed by the parties, or in the absence of any such period, within 14 days of acceptance.

#### **Article 11: Retention of title**

1. PINTSCH BUBENZER reserves title to the object of sale until receipt of all payments arising from the business relationship with the contractual partner.
2. In the event of conduct by the contractual partner in breach of contract, in particular in the case of default of payment, PINTSCH BUBENZER shall be entitled, after first setting a deadline or issuing a reminder, to withdraw from the Agreement and to take back the object of purchase. PINTSCH BUBENZER shall be authorised to realise the object of purchase after taking it back. Any realisation proceeds obtained may be set off against any liabilities of the contractual partner existing towards PINTSCH BUBENZER - less reasonable realisation costs.
3. The contractual partner shall be obligated to treat the object of purchase with care for the periods of time during which it stores an object of purchase for PINTSCH BUBENZER. In particular, it shall be obligated to insure such object sufficiently at its own expense against fire, water and theft damage at replacement value. If maintenance or inspection work is necessary, the contractual partner must carry this out in good time at its own expense.
4. The contractual partner must immediately notify PINTSCH BUBENZER in writing of attachments or other interventions by third parties so that PINTSCH BUBENZER can take legal action to protect its rights. If the third party is not in a position to reimburse judicial and extrajudicial costs of the action, the contractual partner shall be liable for the costs incurred by PINTSCH BUBENZER.
5. The contractual partner shall be entitled to resell the object of sale in the ordinary course of business; however, it already assigns here and now all claims against its customers or third parties to which PINTSCH BUBENZER is entitled in the amount of the value of the object of sale including value added tax (final invoice amount) which accrue to it from the resale. This applies regardless of whether the purchased item has been resold without or following processing. The contractual partner remains authorised to collect this claim even after the assignment. PINTSCH BUBENZER reserves the right to collect the claim itself. PINTSCH BUBENZER undertakes, however, to waive collection as long as the contractual partner fulfils its payment obligations towards PINTSCH BUBENZER, does not enter into arrears on payment and no application for the opening of insolvency proceedings has been filed against it. If one of these preconditions is met, however, PINTSCH BUBENZER may demand that the contractual partner inform PINTSCH BUBENZER of the assigned claims and their debtors, inform debtors of the assignment, provide all information necessary for the collection of the claim and hand over to PINTSCH BUBENZER the relevant documents.
6. Processing or transformation of the object of sale by the contractual partner shall always be carried out on behalf of PINTSCH BUBENZER. If the object of purchase is processed with other objects not belonging to PINTSCH BUBENZER, PINTSCH BUBENZER shall acquire co-ownership of the new object to the extent legally permissible. The share of co-ownership shall be determined by the ratio of the value of the final invoice amount to the values of the other processed items at the point in time before processing. The same shall apply to the object resulting from processing as to the object of sale delivered subject to reservation of title.
7. The contractual partner also assigns to PINTSCH BUBENZER any claims

securing the claims of PINTSCH BUBENZER against it which arise against a third party through the connection of the object of sale with a property.

8. PINTSCH BUBENZER shall be obligated to release the securities to which PINTSCH BUBENZER is entitled upon request of the contractual partner to the extent that the realisable value of the securities of PINTSCH BUBENZER exceed the claims to be secured by more than 10%. PINTSCH BUBENZER shall be able to select the securities to be released as it sees fit.

**Article 12: Rights to documents, software, tools, devices and facilities**

1. PINTSCH BUBENZER reserves title and copyrights to cost estimates, drawings and other documents provided by PINTSCH BUBENZER. Such documents may only be used for contractual purposes and may only be made available to third parties or reproduced with prior written consent. All documents are to be returned to PINTSCH BUBENZER if so requested.
2. The contractual partner shall have the non-exclusive right to use software supplied by PINTSCH BUBENZER with the agreed performance features in unchanged form and on the agreed products. The contractual partner may make up to two backup copies.
3. The contractual partner shall not acquire any rights to tools, devices or facilities through remuneration for such. These shall remain the sole property of PINTSCH BUBENZER, unless expressly agreed upon otherwise.

**Article 13: Industrial property rights and copyright, intellectual property**

1. PINTSCH BUBENZER shall be obligated to effect delivery free from industrial property rights or copyrights of third parties if nothing to the contrary is expressly agreed upon. Solely legal relationships in the country of the place of delivery shall apply. If a third party asserts claims against the contractual partner for violation of industrial property rights or copyrights due to deliveries effected by PINTSCH BUBENZER in accordance with the

Agreement, PINTSCH BUBENZER shall be liable to the contractual partner within the first twelve months after the transfer of risk. PINTSCH BUBENZER undertakes, at the discretion and expense of PINTSCH BUBENZER, either to obtain a right of use for the consignments concerned, to discontinue the infringement of the property right or copyright or to replace the item. If this is not possible under reasonable conditions, the contractual partner shall be entitled to statutory rights. The aforementioned obligation shall only apply if the contractual partner immediately notifies PINTSCH BUBENZER of the claims asserted by a third party, does not recognise any infringement vis-à-vis the third party and PINTSCH BUBENZER reserves the right to all defensive measures and settlement negotiations. If the contractual partner ceases to use the consignment in order to minimise damage or for any other important reasons, it shall be obligated to inform the third party that discontinuation of use does not imply any recognition of an infringement of rights.

2. Claims of the contractual partner are excluded if it is responsible for the violation of rights. Claims are furthermore excluded if the infringement of rights is caused by special specifications of the contractual partner, by use by the contractual partner not foreseeable by PINTSCH BUBENZER, by a modification undertaken by the contractual partner contrary to the terms of the Agreement or by an interaction with products not supplied by PINTSCH BUBENZER.
3. Any further claims of the contractual partner against PINTSCH BUBENZER due to an infringement of industrial property rights or copyrights or other rights of third parties are excluded. This does not apply if PINTSCH BUBENZER is guilty of intentional action.
4. PINTSCH BUBENZER remains the owner of all intellectual property rights which are based on, arise from, are related to or belong to the goods

delivered, works produced or services rendered within the scope of the business relationship. The exercise of these rights is exclusively reserved to PINTSCH BUBENZER. The contractual partner shall only be entitled to use the intellectual property of PINTSCH BUBENZER as long as and to the extent that it requires such for the contractual use of the goods delivered or the works created or services rendered.

5. The contracting party may not
  - a. use, reproduce, pass on to third parties or allow third parties to inspect information, documents, drawings, data or software programs provided to it for purposes other than those contractually agreed upon
  - b. copy, modify, reproduce, etc., information, documents, drawings, data or software programs provided to it without the express permission of PINTSCH BUBENZER
6. The contractual partner guarantees that any information, documents, drawings, data or software programs provided by it do not infringe the rights of third parties. The contractual partner shall be liable for all damages incurred by PINTSCH BUBENZER as a result of a breach of this guarantee and shall indemnify PINTSCH BUBENZER against all claims of third parties as well as the costs of an appropriate defence of its own legal position in this connection.

#### **Article 14: Review obligation of the contracting party**

1. If an acceptance of the services of PINTSCH BUBENZER under special test conditions has been agreed upon, the contractual partner or its authorised representative shall carry out the acceptance in the plant of PINTSCH BUBENZER. The costs for acceptance shall be borne by the contractual partner. If the contractual partner fails to perform inspection, the goods shall be deemed to have been delivered in accordance with the Agreement when they leave the plant of PINTSCH BUBENZER.

2. If PINTSCH BUBENZER has requested the contractual partner in writing to accept the goods after completion, this must be carried out at the latest two weeks after receipt of the request. If the contractual partner fails to cooperate, acceptance shall nevertheless be deemed to have taken place after expiry of the two weeks.

#### **Article 15: Illustrations, descriptions, product specifications**

1. Illustrations and descriptions as well as technical data correspond to conditions or intentions at the time of printing of the list or other order-related documents. PINTSCH BUBENZER reserves the right to render changes of any kind, in particular if such result from technical progress, modified design or similar, provided that such are reasonable for the contractual partner - taking into account the interests of PINTSCH BUBENZER.
2. PINTSCH BUBENZER provides application technology advice to the best of its knowledge. Details and information about the suitability and application of its products do not release the contractual partner from the obligation to perform its own tests. The contractual partner shall be responsible for the observance of legal and official regulations when using the goods of PINTSCH BUBENZER.
3. The contractual partner shall be obligated to observe and comply with product specifications applicable to the products of PINTSCH BUBENZER. These can be viewed on the PINTSCH BUBENZER website or shall be made available by PINTSCH BUBENZER upon request. PINTSCH BUBENZER shall not be liable for defects or damage resulting from use of its products that does not conform to specifications.

#### **Article 16: Liability for defects**

1. Assurance of certain properties shall only be provided through express contractual provisions. If reference is only made to German or international standards, this shall not be deemed to

- constitute a guarantee of properties, but merely a more detailed product description. The delivery of samples and specimens shall be deemed to be non-binding unless assurance as a property has been expressly agreed upon in writing. PINTSCH BUBENZER reserves the right to improve and optimise the quality of its products.
2. If the products are used abroad, the contractual partner shall be obligated to check conformity of the products with national regulations and standards and to make adjustments wherever necessary.
  3. Claims to defect by the contractual partner presuppose that the contractual partner has properly fulfilled its obligations to inspect and provide notification of defects. The purchased item must be inspected immediately upon receipt, at the latest within 8 days, in particular for material defects and damage in transit. If no immediate notification of defects is provided, the purchased item shall be deemed to have been received in accordance with the Agreement.
  4. Defects shall in particular be deemed to be of a faulty design, contain defective building materials and be of defective construction if the parts concerned are as a result unsuitable for use or their suitability is substantially restricted. In the case of merely insignificant limitation of suitability of the purchased item, no rights in relation to defects may be asserted.
  5. In the event of a defect, the contractual partner shall be obligated to give PINTSCH BUBENZER the opportunity to carry out on-site inspections of the defect and of the possibility and preconditions for rectification of the defect.
  6. Warranty rights are excluded if such are due to unsuitable or improper use, faulty assembly or commissioning by the customer or by third parties, natural wear and tear, faulty or negligent handling or unsuitable operating materials.
  7. If there is a defect in the object of purchase, the contractual partner must provide notification of such immediately and set a reasonable deadline for subsequent performance. PINTSCH BUBENZER shall be obligated, as PINTSCH BUBENZER sees fit, to carry out subsequent performance by remedying the defect in the original object or by supplying a new object free of defects. Furthermore, PINTSCH BUBENZER shall be obligated to bear all expenses necessary for subsequent performance, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the object of sale is no longer located at the contractual place of performance. With regard to removal and installation work, PINTSCH BUBENZER shall be entitled to request the contractual partner to carry out this work itself at market prices and to charge PINTSCH BUBENZER for the costs.
  8. If subsequent performance fails, the contractual partner shall be entitled as it sees fit to either demand withdrawal from the Agreement or reduction of the price provided that it expressly threatens to do so by setting a further reasonable grace period for subsequent performance. The contractual partner shall be obligated to return the defective purchased goods or parts thereof to PINTSCH BUBENZER.
  9. The limitation period for claims for defects shall be twelve months from the transfer of risk.
- Article 17: Limitation and exclusion of liability**
1. PINTSCH BUBENZER shall be liable in accordance with statutory provisions if PINTSCH BUBENZER is guilty of wilful intent or gross negligence. The same applies to culpable violation of essential contractual obligations. If no intentional or grossly negligent breach of contract has occurred, liability for compensation of PINTSCH BUBENZER shall be limited to foreseeable, typically occurring damage. The contractual partner shall be obligated to minimise damage.
  2. Liability for culpable injury to life and

limb or impairment to health and liability under the German Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.

3. Any further liability is excluded regardless of the legal nature of the claim asserted. This applies in particular to claims for damages arising from *culpa in contrahendo*, other breaches of duty or tortious claims for compensation for property damage in accordance with § 823 of the German Civil Code (BGB). Furthermore, liability is excluded if damage does not occur to the delivery item itself, as well as for foregone profit or other financial losses. This also applies if the contractual partner demands compensation for expenses incurred in vain.
4. If liability for compensation towards PINTSCH BUBENZER is excluded or limited, this shall also apply with regard to personal liability for compensation on the part of employees, workers, representatives, associates and vicarious agents of PINTSCH BUBENZER.

#### **Article 18: Force majeure**

1. In the event of force majeure which prevents PINTSCH BUBENZER from fulfilling contractual obligations, PINTSCH BUBENZER shall be entitled to terminate the Agreement or to suspend fulfilment of contractual obligations for the period of the presence of the hindrance without being obligated to pay damages for this reason.
2. Force majeure is deemed to mean any unforeseeable cause beyond the control of PINTSCH BUBENZER which makes the fulfilment of the contractual obligations impossible in whole or in part. This is particularly deemed to be the case in the event of war, riots, military mobilisation, domestic and foreign unrest, strikes, disruption of existing operating conditions by fire, burglary, sabotage, power failure, failure of the Internet or telephone connections, natural events or disasters or weather conditions, road closures, accidents, import or export restrictions, shortage of materials and

similar circumstances, as well as in cases of incorrect or untimely deliveries by upstream suppliers which are caused by a case of force majeure at a supplier of input materials or a subcontractor.

3. If only parts of the contractual services are affected by impossibility due to force majeure, the contractual partner shall otherwise be obligated to accept the services and to pay for such.

#### **Article 19: Legal venue and place of performance**

1. The legal venue shall be the court having jurisdiction over the respective registered office of PINTSCH BUBENZER; PINTSCH BUBENZER shall also be entitled, however, to take action against the contractual partner at the court having jurisdiction over its place of residence. In the case of actions involving cheques or bills of exchange, PINTSCH BUBENZER shall also be entitled to take legal action with the court having jurisdiction over the place of payment.
2. The law of the Federal Republic of Germany applies; applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. The contractual place of performance is the registered office of PINTSCH BUBENZER if nothing to the contrary is expressly agreed upon.

*Status: August 2020*