

GENERAL TERMS AND CONDITIONS

(I) General terms and conditions

- (1) These terms and conditions shall only apply to entrepreneurs within the meaning of Section 310 BGB (German Civil Code).
- (2) The seller's offers, order confirmations, deliveries and services as well as invoices and payments shall be made exclusively on the basis of our general terms and conditions.
- (3) Our general terms and conditions shall also apply to all future business relations with the customer, even if these are not expressly agreed upon again.
- (4) The seller's general terms and conditions shall apply exclusively; we shall not accept any terms and conditions of the customer or buyer which conflict with or deviate from our general terms and conditions unless we have expressly agreed to their validity in writing in advance. The seller's general terms and conditions shall also apply if we carry out delivery to the buyer or customer without reservation in the knowledge of terms and conditions of the buyer or customer which conflict with or deviate from our general terms and conditions.
- (5) Deviations from these terms and conditions shall only be effective if confirmed in writing by the seller.
- (6) All agreements made between us and the customer for the purpose of executing this contract are set out in writing in this contract.

(II) Offer and conclusion of contract

- (1) Offers of the seller are always subject to change without notice. Order or article numbers in the offer refer to the latest edition of the seller's documents, such as catalogues or brochures. Insofar as these details contain information on the product, this does not imply any assurance of a characteristic, unless this is expressly confirmed by the seller in the order or in the order confirmation.
- (2) Declared orders shall be confirmed by us in writing or by telex. This shall apply accordingly to supplements, amendments or ancillary agreements. The invoicing shall also be regarded as confirmation of the order. In case of a separately transmitted order confirmation, the contract shall be deemed concluded if it is not objected to.
- (3) Drawings, illustrations, dimensions, weights or other performance data are only binding if this is expressly agreed upon in writing. Misprints and errors excepted. All drawings and documents shall be returned unsolicited at the request of the seller or if the order is not placed.
- (4) If it becomes apparent after conclusion of the contract that the seller's claim to consideration is at risk due to the buyer's lack of ability to pay, in particular due to the customer exceeding the credit limit or outstanding, overdue invoices, the seller shall be entitled to refuse performance of the contract until the buyer has effected consideration or provided security for it. The seller shall be entitled to withdraw from the contract if it has unsuccessfully set the buyer a reasonable deadline to effect payment or to provide security.
- (5) Information given by the customer or buyer in her / his orders for products shall not be legally binding for Westring as seller and is also not part of the contract. Rather, the only information that matters is the information that the seller mentions in its offers. In any case, the product designation does not guarantee any characteristic. If a characteristic is to be guaranteed for a certain area of application, this must be expressly confirmed in writing by the seller.

(III) Prices and terms of payment

- (1) The prices quoted by the seller in the offers are subject to change. Unless otherwise stated in the order confirmation, the prices shall be

ex works/warehouse of the seller excluding packaging, postage, freight, other shipping charges, insurance and customs duties; these shall be invoiced separately. Packaging shall be charged at cost price. The German legal value added tax shall not be included in the prices of the seller. It will be invoiced separately at the statutory rate.

- (2) All invoices of the seller shall be payable net without any deduction within 30 days of the date of invoice or within 10 days of the date of invoice at the seller's payment office in euros with a discount of 2%. A cash discount deduction shall be inadmissible if purchase price claims are still outstanding due to older, due invoices. Any cash discounts are to be deducted from the gross invoice amount.
- (3) Despite the buyer's provision to the contrary, the seller shall be entitled to first set off payments against the buyer's older debts. If costs and interest have already incurred, the seller shall be entitled to set off the payment against the costs first, then against the interest and finally against the principal performance.
- (4) A payment shall only be deemed to have been made when the seller can dispose of the amount.
- (5) If the buyer is in default with payment obligations, or if the seller becomes aware of other circumstances which call into question the creditworthiness of the buyer, the seller shall be entitled to demand payment of the entire remaining debt or to demand other securities.

(IV) Set-off, right of retention, prohibition of assignment

- (1) The buyer shall only be entitled to set-off and retention with regard to claims which are undisputed or have been established as being legally binding. The reduction due to notifications of defects is subject to the same restrictions. In addition, the buyer is entitled to exercise a right of retention insofar as a counter-claim is based on the same contractual relationship.
- (2) The buyer agrees to the offsetting of claims and liabilities against the seller and its group companies. Receivables and liabilities of the buyer's group companies can also be offset in the same way.
- (3) The rights of the customer from the contract are not transferable.

(V) Time of delivery and performance

- (1) The dates and deadlines stated by the seller are non-binding, unless expressly agreed otherwise in writing. Call orders and blanket orders shall require individual delivery time agreements.
- (2) Delivery periods shall commence on the day on which the purchaser's order is received. Compliance with the seller's delivery obligation presupposes the lawful and proper fulfilment of the buyer's obligation; in particular, the seller must have at its disposal all documents, parts, information and approvals to be supplied by the buyer and any agreed down payments must have been made.
- (3) The day of delivery is the day on which the goods were reported to the buyer to be ready for collection. If shipment is due, the day of delivery shall be the day on which the goods are handed over to the carrier.
- (4) Reasonable partial deliveries and partial services are permissible to a reasonable extent. Quantity deviations of +/-10% for deliveries are unavoidable for production reasons and cannot be objected to.
- (5) The seller is not responsible for delays in delivery and performance due to force majeure. Force majeure and industrial disputes shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of their effect. The contracting parties shall be obligated to provide the necessary information immediately within the bounds of what is reasonable and to adapt their obligations to the changed circumstances in good faith. In such cases, the customer shall only be entitled to withdraw from the contract if the agreed delivery time has already been exceeded by

more than ten weeks. Prior to this, the right of withdrawal shall only exist if the seller has informed the customer in writing that the delivery cannot be made or can no longer be made by the seller. The above restriction does not apply to transactions for delivery by a fixed date. If the manufacture of the goods is unreasonable due to force majeure or industrial action, the seller shall be released from its obligation to perform and shall be entitled to withdraw from the contract.

- (6) If the seller is in default of delivery on a delivery date agreed upon in writing, the buyer may withdraw from the contract if he has set the seller a reasonable grace period of at least 14 days, unless a grace period is dispensable in exceptional cases. If the buyer does not already declare in the setting of a deadline whether he still insists on fulfilment or wishes to exercise his right of withdrawal and if such a declaration is not received by the seller within a further period of seven days, the seller is entitled to withdraw from the contract. The buyer's right to claim damages shall be governed by the conditions set forth in clause (IX).
- (7) If the buyer is in default of acceptance or culpably violates other duties to cooperate, the seller shall be entitled to demand compensation for any damages incurred, including any additional expenses. Further claims shall remain reserved. If the conditions of this clause are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.
- (8) The seller shall also be liable in accordance with the statutory provisions if the delay in delivery is due to an intentional or grossly negligent breach of contract for which the said is responsible. If the delay in delivery is not due to an intentional breach of contract for which the seller is responsible, the seller's liability for damages shall be limited to the foreseeable, typically occurring damage.

(VI) Transfer of risk

- (1) Unless otherwise stated in the order confirmation, delivery "ex works" shall be agreed. The risk shall pass to the buyer as soon as the goods have left the seller's works, an external warehouse or, in case of direct delivery of goods not manufactured in-house, the warehouse of the subcontractor. If dispatch or collection is delayed or becomes impossible through no fault of the seller, the risk shall pass to the buyer upon notification of readiness for dispatch.
- (2) Delivered objects, even if they show insignificant defects, are to be accepted by the buyer without prejudice to the rights from clause (VIII).
- (3) Separate agreements shall apply to the return of packaging.

(VII) Retention of title

- (1) The delivered goods shall remain the property of the seller until the buyer has settled all liabilities from the existing business relationship.
- (2) Processing and transformation shall always be carried out for the seller as manufacturer, but without obligation for the seller. If the co-ownership of the seller expires due to mixing, it is hereby agreed that the co-ownership of the buyer in the uniform item shall be transferred to the seller in proportion to the invoice value. The buyer shall keep the property or co-ownership of the seller free of charge.
- (3) With the diligence of a prudent businessman the buyer undertakes to protect the seller's property/co-property against spoilage, reduction or loss, also vis-à-vis buyers of the said.
- (4) The purchaser is entitled to process and sell the reserved goods in the ordinary course of business. Pledging or transfer by way of security shall not be permitted. The buyer hereby assigns by way of secu-

rity the claims arising from the resale or any other legal reason with regard to the reserved goods in the amount of the invoice value of the buyer's claim. The seller already accepts the assignment now.

- (5) In the event of access by third parties to the goods subject to retention of title, the buyer shall point out the ownership of the seller and inform the seller immediately. Costs and damage shall be borne by the buyer.
- (6) In the event of default in payment by the buyer, the seller shall be entitled to withdraw from the contract and to take back the reserved goods at the buyer's expense or, if applicable, to demand assignment of the buyer's claims for surrender against third parties. The seller's right to claim damages shall remain unaffected. The same shall apply in the event of any other breach of contract on the part of the buyer. After taking back the object of sale, the seller shall be entitled to sell it; the proceeds of such sale shall be set off against the buyer's liability - minus reasonable selling costs.
- (7) The seller undertakes to release the securities to which it is entitled at the buyer's request insofar as the realisable value of its securities exceeds the claims to be secured by more than 20%. The said shall be responsible for selecting the securities to be released.
- (8) In the event of seizures or other interventions by third parties, the buyer must notify the seller immediately in writing so that the seller can bring an action pursuant to Section 772 ZPO (German Code of Civil Procedure). Insofar as the third party is not in a position to reimburse the seller for the judicial and extra-judicial costs of a legal action pursuant to Section 771 ZPO, the buyer shall be liable for the loss incurred by the seller.

(VIII) Claims due to defects

- (1) The exclusion of deviations customary in the industry requires express written agreement. The same applies to guarantees. The agreement of guarantees requires the express prior written agreement. The seller's information on the delivery and service item in catalogues, brochures and price lists are merely descriptions, markings or guideline values, unless otherwise stated in the order confirmation. Minor, insignificant deviations from the catalogues or previously delivered goods shall not be deemed defects.
- (2) At the time of the request to submit an offer as well as upon receipt of an offer, the buyer shall check prior to acceptance whether the goods ordered from the seller are suitable for the intended purposes. The said shall be responsible for checking the information provided by the seller for this purpose. The unsuitable goods shall only constitute a defect if the seller has confirmed their suitability to the buyer in writing in advance when submitting the offer.
- (3) Normal wear and tear of parts subject to wear and tear within the scope of normal use shall not constitute a defect.
- (4) If assembly, installation, sales or maintenance instructions of the seller are not followed, changes are made to the products, parts are replaced or consumables are used which do not correspond to the original specifications, claims for defects shall only exist if the buyer furnishes proof that the defect was not caused by this but was already present at the transfer of risk. The seller shall be liable for ensuring that its products are free from manufacturing and material defects and otherwise have the quality agreed upon in the order confirmation, insofar as such quality has been expressly agreed in writing. In addition, the seller owes only goods of medium type and quality. Claims of the buyer due to defects presuppose that the said has properly fulfilled the inspection and complaint obligations according to Section 377 HGB (German Commercial Code).
- (5) If the goods have not yet been delivered to a final consumer, justified

and duly notified defects shall obligate the seller, at its discretion, to remedy the defects by rectification or to deliver the delivery item or parts thereof anew. If subsequent deliveries or improvements fail, the buyer may only demand a reduction in payment or, at his discretion, withdraw from the contract. However, the right of withdrawal and a claim for damages instead of performance shall only exist if the defect is not insignificant. The buyer's right to claim damages shall be governed by clause (IX).

- (6) If the goods have already been delivered to a final consumer, the customer is basically only entitled to assert claims for defects against the seller which his customer has asserted against him. This does not apply if the goods were taken back due to goodwill arrangements not agreed upon with the seller. Furthermore, the customer shall not be entitled to withdraw from the contract with the seller if the said had to take back the goods because the said did not properly fulfil the obligation to subsequent performance, in particular because the said culpably failed to meet a deadline set for subsequent performance. The seller shall only be obligated to reimburse the expenses pursuant to Section 439 Para. 2 BGB (German Civil Code) if the buyer has informed the seller in advance and without undue delay and in writing of the buyer's request for subsequent performance, has informed the seller of the intended type of subsequent performance and the approximate costs associated therewith and has not immediately objected to the seller's request. The buyer is obligated to follow the seller's suggestions concerning a more favourable variant of subsequent performance.
- (7) If the seller violates non-performance-related obligations in accordance with Section 241 Para. 2 BGB, the buyer shall only be entitled to a right of withdrawal and a claim for damages in lieu of performance beyond the statutory requirements if the said has previously warned the seller in writing and the breach of obligation has nevertheless not been omitted. Insofar as the customer is entitled to a claim for damages instead of performance, the liability of the seller in the event of withdrawal shall be limited to three times the net value of the goods, insofar as the seller cannot be accused of intent or gross negligence, or insofar as these are claims for damages for damage arising from injury to life, limb or health which are based on a negligent breach of duty by the seller or on an intent or negligent breach of duty by a legal representative or vicarious agent of the seller. The buyer reserves the right to prove that no damage or less damage has been incurred.
- (9) In the event that the defect is remedied, the seller shall be obligated to bear all expenses necessary for the purpose of remedying the defect, in particular transport, travel, labour and material costs, insofar as these are not based on the fact that the object of sale is taken to a place other than the place of performance.
- (10) Claims due to defects shall become statute-barred within 12 months of delivery of the goods to the buyer. This does not apply if the breach of duty was caused intentionally or negligently. Otherwise Sections 444 and 479 BGB remain unaffected.

(IX) Damages, limitation of liability

- (1) Claims for damages are excluded, in particular from culpa in contrahendo, due to other breaches of duty or due to tortious claims for compensation for material damage in accordance with Section 823 BGB (German Civil Code), unless otherwise regulated in these GTC. The seller shall not be liable for any damage caused to the delivery item itself or for consequential damage of any kind. In particular, the seller shall not be liable for loss of profit or other damage suffered by the buyer. The above exclusion of liability shall not apply if the seller

or its vicarious agents can be accused of intent or gross negligence.

- (2) If the seller has negligently violated an essential obligation for the fulfilment of the contract purpose, the liability is limited to the amount of typical damage in comparable transactions of this kind, which were foreseeable at the conclusion of the contract or at the latest at the commission of the breach of duty.
- (3) Section 444 BGB, claims for damages due to injury to life, body and health as well as claims under the German Product Liability Act shall remain unaffected.
- (4) Insofar as the liability for damages towards the seller is excluded or limited, this shall also apply with regard to the personal liability for damages of the seller's employees, workers, representatives and vicarious agents.

(X) Rights of use and exploitation, industrial property rights

- (1) Insofar as the seller manufactures goods on the basis of an order placed by the buyer in accordance with the buyer's instructions and guidelines and delivers them to the buyer, the buyer shall be liable to the seller for the freedom of the deliveries and services ordered from the property rights of third parties. The said shall indemnify the seller against all corresponding claims and shall compensate the seller for any damage incurred.
- (2) Insofar as the seller provides the buyer with tools, drafts, installation proposals or other drawings and documents together with the goods, the seller reserves ownership and all rights of protection and use. The buyer is only entitled to use the goods within the scope of the purchase contract; in particular, the said is not entitled to reproduce such objects or to make them accessible to third parties.

(XI) Confidentiality

Unless expressly agreed otherwise in writing, information received in connection with orders shall be deemed non-confidential.

(XII) Data protection

The seller is entitled to store and process all data about the buyer received in connection with the execution of the contract for its own purposes in compliance with the provisions of the German Federal Data Protection Act.

(XIII) Partial effectiveness

If a provision in these terms and conditions or a provision within the framework of other agreements should be or become invalid, this shall not affect the validity of all other provisions or agreements. The parties shall replace the invalid provision with the one that comes closest to it in economic terms.

(XIV) Place of jurisdiction - place of performance

The place of jurisdiction is the registered office of the seller, provided that the buyer is a merchant. However, the seller is also entitled to sue the buyer at her / his place of business. Unless otherwise stated in the order confirmation, the place of performance shall be the place of business of the branch office of the seller carrying out the respective delivery.

(XV) Applicable law

The law of the Federal Republic of Germany shall apply to the terms and conditions and the entire legal relationship between the buyer and the seller. The United Nations Convention on Contracts for International Sale of Goods of 11 April 1980 ("CISG") shall not apply.

Status of February 2019