General Terms and Conditions of Dynatect Europe GmbH

A General Provisions

I. Validity of the conditions

1. We conclude exclusively under our following conditions. They also apply to all future business relations, even if they are not expressly agreed again. Deviations from these terms and conditions are only effective if we confirm them in writing. Terms and conditions of the customer which we do not accept in writing are not binding for us, even if we do not expressly object to them.

   The written form in the sense of these terms and conditions of business is maintained by the text form (for example e-mail).

2. These terms and conditions of business shall only apply if the customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code).

3. Individual agreements with the customer including collateral agreements, supplements and amendments shall in any case take precedence over these terms and conditions. Changes must be agreed in writing. The same applies to legally relevant declarations and notifications which the customer must make to us after conclusion of the contract (e.g. setting of deadlines, notifications of defects). These must be in writing to be effective.

II. Quotations, Scope of Delivery/Service

1. Our offers are subject to change without notice. Oral and telephone agreements require our written confirmation to be valid.

2. Documents appertaining to our offers, such as brochures, illustrations and drawings as well as weight and dimension specifications are only approximately authoritative, unless we expressly designate them as binding. Only our order confirmation is decisive for the quality of the delivery item and the scope of delivery or assembly. We reserve all rights of ownership and copyrights to cost estimates, drawings, other documents and data, irrespective of their form of embodiment. These documents may not be made available to third parties without our consent.

3. The delivered parts comply with the standards and regulations applicable in the Federal Republic of Germany. The customer shall be responsible for any necessary testing and acceptance of delivery parts according to foreign technical standards and regulations.

III. Prices and Terms of Payment

1. Prices are net prices plus value added tax. Unless otherwise agreed, prices for deliveries are ex works without packaging. In the case of deliveries to customers abroad or to a foreign branch of the customer, we deliver ex works (EXW) Incoterms 2020. Price adjustments are permissible if the delivery or service is made more than four months after conclusion of the contract and if we can prove corresponding cost increases.

2. If it becomes apparent after conclusion of the contract that our claim to payment is imperiled by the customer's lack of ability to pay, we may refuse to perform our obligations and set the customer a deadline for payment concurrent with delivery or for the provision of security. In the event of the unsuccessful expiry of the deadline, we shall be entitled to rescind the contract and to demand compensation for damages. The setting of a deadline is not necessary if the customer seriously and finally refuses payment or if special circumstances exist which justify our immediate withdrawal after weighing the interests of both parties.

IV. Delivery Period/Performance Time

1. The deadlines stated in our order confirmations or otherwise agreed with the customer are decisive. The observance of these deadlines requires the timely receipt of all documents to be supplied by the customer as well as the adherence to the agreed terms of payment and other obligations. If these prerequisites are not met in time, the deadline shall be extended by the duration of the delay. Partial deliveries/partial services are permissible to an extent reasonable for the customer.

2. In the case of deliveries, the deadline is deemed to have been met if the operational consignment is dispatched or collected within this period. If the delivery is delayed for reasons for which the customer is responsible, the deadline is deemed to have been met if notification of readiness for dispatch is given within the agreed period. Agreed installation periods shall be extended by any downtimes and waiting times for which we are not responsible.

3. If we are prevented from fulfilling our obligations due to the occurrence of unforeseeable extraordinary circumstances which we could not avert despite reasonable care according to the circumstances of the case - regardless of whether they occurred in our factory or at our suppliers' - for example, operational breakdowns, official intervention, delays in the delivery of essential raw materials and building materials, energy supply problems, pandemic - the period shall be extended by the duration of the hindrance, unless the delivery or service is impossible. If the delivery or service becomes impossible due to the above-mentioned circumstances, we shall be released from our obligation.

4. Even in the event of strike or lockout, the period for delivery or performance shall be extended by a reasonable period. If the delivery or service becomes impossible, we shall be released from our obligation to fulfil the contract.
   If in the above-mentioned cases the delivery period or the time of performance is extended for an unreasonably long time, the customer is entitled to withdraw from the contract. The assertion of claims for damages is excluded.
   If the aforementioned circumstances occur at the customer, the same legal consequences shall apply to his obligation to accept delivery or service.
   We can only refer to the circumstances mentioned here if we notify the customer immediately.

V. Limitation of Liability, Compensation

1. The following restrictions apply to our contractual and non-contractual (tortious) liability as well as liability for fault at the time of conclusion of the contract. The burden of proof for the facts justifying a limitation of liability or an exclusion of liability lies with us.

2. We are not liable for the slightly negligent breach of insignificant contractual obligations.
   In the case of a slightly negligent breach of essential contractual obligations, the claim for damages is limited to the foreseeable damage typical for the contract.

In the case of grossly negligent breach of non-essential contractual obligations, we shall be liable for the foreseeable damage typical of the contract.
Apart from that, our liability is not limited.
In case of slightly negligent breach of duty due to delay, our liability is limited to 5% of the agreed net price.

Essential contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the customer may rely.

3. A limitation of liability shall not apply if we are liable for injury to life, body or health.

4. Possible claims of the customer from the product liability law are not affected by the above-mentioned limitations of liability.

VI. Place of Performance, Place of Jurisdiction and Applicable Law

1. Place of performance for all obligations arising from the contractual relationship is Steinhagen.

2. The place of jurisdiction for all disputes arising from the contractual relationship, if the customer is a merchant, a legal entity under public law or a special fund under public law, is Steinhagen. However, we shall be free to invoke the court competent for the customer's registered office.

3. German law applies exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Convention) is excluded.

VII. Data protection

The data protection information on our homepage applies. www.dynatect.de/de/

B Special Provisions for Deliveries

I. Shipping and Transfer of Risk

1. The risk shall pass to the customer upon dispatch. If dispatch is delayed for reasons within the sphere of influence of the customer or his vicarious agents, the risk shall pass to the customer on the day of notification of readiness for dispatch.

2. Insurance will only be taken out at the written request of the customer and against advance payment.

II. Reservation of Title

1. The delivered goods remain our property until the agreed price has been paid in full, including all claims arising from the business relationship and future claims and until bills of exchange and cheques have been honoured.

2. The customer is permitted to resell the goods in the ordinary course of business. The customer hereby assigns to us his claims arising from the resale of the reserved goods, in particular the payment claim against his customers. We accept this assignment. The customer is obliged to notify his

debtors of the assignment at our request. We must be informed of the claims and names of the customer's debtors.

3. The customer is entitled to collect claims from the resale. In the event of default of payment or if we become aware of circumstances which, according to commercial judgement, are suitable to reduce the creditworthiness of the customer, we are entitled to revoke the right of collection.

4. Processing of the reserved goods shall be carried out for us as manufacturer within the meaning of § 950 BGB. If the reserved goods are processed or mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the net invoice value of the reserved goods to the net invoice value of the other goods used at the time of processing or mixing.

5. The transfer by way of security of goods in our ownership is not permitted. In the event of access by third parties to the goods subject to retention of title, in particular attachments, the customer shall draw attention to our ownership of the goods and notify us immediately by sending us a copy of the attachment protocol.

6. We are entitled to withdraw from the contract in the event of conduct by the customer in breach of contract and to demand the return of the goods delivered by us.

III. Rights of the Customer in Case of Defects

1. Claims of the customer due to defects presuppose that the delivery item does not have the contractually agreed quality or, if no such quality has been agreed, that it is not suitable for the use presupposed according to the contract or for the usual use. In case of delivery items which are manufactured on the basis of a drawing, the delivery item is free of defects if it corresponds to the drawing approved by the customer.

2. We hereby assign our claims against suppliers of essential third-party products to the customer. The customer can only hold us liable for defects in essential third-party products if a previous out-of-court claim against the third-party supplier was unsuccessful.

3. In the event of justified notices of defect, we shall have the right, within a reasonable period of at least 14 days, at our discretion, to rectify the defect or supply a replacement. If the subsequent performance fails, the customer may reduce the price or - if the lack of conformity is not only minor - withdraw from the contract. In addition, the customer may be entitled to claim damages or reimbursement of expenses.
   If the customer withdraws from the contract, he shall return the delivery item to us.

4. Claims of the customer due to the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the delivery item has been subsequently taken by the customer or a third party to a place other than the place of delivery, unless the transfer corresponds to the intended use of the delivery item or was agreed with us when the contract was concluded.

   Any transport costs incurred in the course of subsequent performance shall be borne by the customer.

5. In the event of the return of the delivery item, the customer shall pay us compensation for use. This is calculated taking into account the delivery price minus all ancillary costs and VAT and a depreciation period of three years.

6. The customer's claims for defects shall become statute-barred after 12 months. This does not apply insofar as the law in §§ 438 para. 1 No. 2, 479 para. 1 and 634 a para. 1 No. 2 of the German Civil Code prescribes longer periods, namely for buildings and items for buildings, recourse claims and construction defects.

7. Claims for damages due to defects are limited as follows:
   We shall not be liable for slightly negligent breach of insignificant contractual obligations.
   Our liability for consequential damage caused by defects is excluded except in cases of intent, gross negligence or breach of essential contractual obligations. Insofar as we are liable for consequential damages, liability is limited to foreseeable damages that cannot be attributed to extraordinary circumstances.
   Essential contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the customer may rely.

   We are responsible for providing evidence of the circumstances justifying a limitation of liability.

8. The above limitation of liability does not limit claims of the customer due to physical injury or damage to health attributable to us or in the event of loss of life of the customer or his vicarious agents. The customer's claims under the Product Liability Act and claims in the event of a guarantee given by us and in the event of fraudulent concealment of a defect shall also remain unaffected.
   With regard to these claims, the statutory periods of limitation shall apply.

IV. Planning Costs

If we prepare a (technical) drawing at the customer's request prior to the conclusion of the contract, the customer shall bear the costs incurred thereby. The costs are due when the drawing is handed over to the customer. The amount depends on the expenditure for which an hourly rate of € 49.00 plus VAT is charged. The costs of the drawing will be credited upon conclusion of the contract.

V. Tool Costs

1. We are and remain the owner of all tools, models, samples, moulds, drawings which are used for the manufacture of the delivery item (means of production). This also applies if the means of production have been paid for in full or in part by the customer.

2. If a means of production has been paid for in full or in part by the customer, but a delivery is not made for reasons for which we are not responsible, the customer shall not be entitled to a refund of the payments made.

3. We are generally permitted to use the production equipment for the manufacture of parts for third parties; the customer can exclude this right by corresponding agreement with us.

4. The payments made by the customer will not be amortized or refunded in any other way. We carefully store and maintain all production equipment. Maintenance costs arising from normal tool wear and tear shall be borne by us. However, we shall not be liable for damage that occurs despite

proper handling. Our obligation to store the tools expires if no further orders are received from the customer within two years after the last delivery.

VI. Special features of Frame Orders

1. Unless otherwise agreed, we shall be given call-offs and allocations for approximately equal monthly quantities.

2. The call-off must be announced with a period of notice of one month.

3. If the customer does not call off in time or does not carry out the allocation or does not do so in time, we are entitled, after the unsuccessful expiry of a reasonable period of grace, to allocate and deliver the goods ourselves.

C Special Conditions for Assemblies

I. Cooperation of the Customer

1. The customer shall ensure that the necessary official permits are obtained, in particular special permits in the event of a particular risk situation and for work on Sundays and public holidays.

2. The customer shall inform our installation manager of any existing special safety regulations and hazardous situations prior to commencement of the work.

3. The customer shall name a responsible contact person for our personnel no later than on the day of commencement of assembly.

4. The customer shall take the special measures necessary for the protection of persons and property at the installation site. He shall comply with any reasonable request of our personnel for additional safety measures. If these are not available, our personnel shall be entitled to refuse work.

5. If the provision of auxiliary staff has been agreed, the customer shall provide properly qualificed personnel. These persons will follow the instructions of our assembly manager. We do not assume any liability for workers provided by the customer. If they cause damage due to the instructions of our installation supervisor, the scope of our liability shall be determined in accordance with Section IV.

II. Technical Support

1. The customer will provide the energy as well as the tool and further technical support specified in our order confirmation.

2. The customer shall provide washing facilities and sanitary installations. In addition, the availability of first aid for our installation personnel must be ensured. The customer shall provide us with a lockable room for the property used by us for assembly. Furthermore, he shall provide for adequate insurance against damages or theft of our property.

3. Any agreed technical assistance must in particular enable us to commence assembly immediately after the arrival of our personnel and to carry it out without delay until acceptance or completion.

III. Substitute Performance, Waiting Period

1. If the customer does not fulfil his obligations according to the above clauses C I and/or C II, we are entitled, but not obliged, after prior notification and setting of a reasonable period of grace, to carry out the actions incumbent on the customer in his place and at his expense.

2. The customer shall bear the costs arising from any waiting times of our personnel. This does not apply if we are responsible for the waiting times. Waiting times are calculated in the same way as assembly times.

IV. Liability for Defects

1. The customer must immediately give notice of any defects discovered.

2. Claims for damages due to defects are limited as follows:

   We are not liable for slightly negligent breach of minor contractual obligations by us or our personnel.

   Our liability for consequential damages is excluded except in cases of intent, gross negligence or breach of essential contractual obligations. Essential contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the customer may rely.

   Insofar as we are liable for consequential damage, liability is limited to foreseeable damage not attributable to extraordinary circumstances.

   The same limitations of liability apply to the personnel employed by us.

   The above limitations of liability do not imply a reversal of the burden of proof.

3. The above limitation of liability does not limit the claims of the customer for physical injury or damage to health attributable to us or in the event of loss of life of the customer or his vicarious agents.