

GENERAL TERMS AND CONDITIONS OF DELIVERY AND SALES
Darda GmbH (Stand 01.08.2019)

Preamble

Our deliveries and services are - also in the future - exclusively based on the following conditions, even if we do not refer to them specifically in individual cases. Their validity can only be excluded in whole or in part by express written agreement in the individual transaction. General terms and conditions, in particular the purchaser's terms and conditions of purchase, shall not apply to our deliveries and services. They do not bind us even if we do not specifically object to them in individual cases; we hereby object to them. Our General Terms and Conditions of Delivery and Sale shall be deemed accepted at the latest upon receipt of the goods or services.

I. SCOPE OF THE DELIVERY OBLIGATION

1. Our quotations, even if they are made at the request of the purchaser, are subject to change without notice. In principle, a legally binding contractual relationship with the buyer shall only exist if we have confirmed the order in writing, which can also be done by fax, computer-written without signature or by e-mail; the same applies to amendments or additions to the contract.

Our written order confirmation is definitive for the scope, type and time of delivery.

2. We reserve the right to make design, production and execution changes to our products. Our catalogs as well as our product presentations on the Internet are constantly revised. Illustrations and drawings contained therein are not binding and are not part of the agreed quality. Nor do they constitute a guarantee of durability or quality.

3. The documents belonging to the offer such as drawings, data sheets, illustrations, plans, files, etc. are only approximate unless they are expressly designated as binding. The documents remain our property; we reserve all rights to them. They may not be made accessible to third parties without our written consent and must be returned to us immediately upon request at any time.

4. Call orders must be called and accepted in good time and in agreed partial quantities. In the case of call-off orders without agreement on terms, production lot sizes and acceptance dates, we can demand a binding specification of these at the latest 3 months after order confirmation. If the buyer does not comply with this request within 3 weeks, we shall be entitled to set a two-week grace period and, after its fruitless expiry, to withdraw from the contract or refuse delivery and claim damages. The entire quantity ordered in the call order must in any case be accepted and paid for by the purchaser 18 months after the order, unless otherwise agreed.

If the contractual quantity is exceeded by the individual call-offs, we are entitled, but not obliged, to deliver the surplus. We may charge the surplus at the prices valid at the time of the call or delivery.

II. PRICE

1. The prices are always EURO prices. The statutory value added tax will be invoiced additionally at the applicable rate.

2. The prices are generally ex works, uninsured and excluding packaging.

3. Surcharges and subsequent charges on the agreed remuneration are permissible if circumstances such as material costs or wage or energy cost increases, increases in public charges etc. force us to do so and the delivery or service is to take place later than 4 months after conclusion of the contract. In the case of other price increases, the buyer has the right to withdraw from the contract if the list price has increased considerably more than the general cost of living. Deliveries from follow-up orders which are made after the date of a price change will be invoiced at new prices without the purchaser being entitled to withdraw from the contract.

III. DELIVERY

1. The delivery period begins with the mailing of the order confirmation, but not before clarification of all details of the execution of the order and not before receipt of an agreed advance payment or provision of material; the specification of the delivery dates is always made by us subject to

deliveries by our suppliers. The delivery period shall be deemed to have been met if the delivery item has been dispatched or collected by the time it expires or, if dispatch is not effected through no fault of ours, readiness for dispatch has been notified.

2. Force majeure and other events for which we are not responsible and which may jeopardize the smooth processing of the order, in particular delivery delays on the part of our suppliers, traffic and operational disruptions, industrial disputes, shortages of materials or energy, shall entitle us to withdraw from the contract in whole or in part or to postpone the delivery without this giving rise to claims for compensation on the part of the purchaser. The buyer may demand a declaration from us as to whether we wish to withdraw from the contract or whether we wish to fulfil the contract within a reasonable period. If we fail to make a declaration, the purchaser may withdraw from the contract.

We are also not responsible for the aforementioned events or circumstances if they occur during an already existing delay in delivery.

3. In the event of a delay in delivery for which we are responsible, we shall be granted a reasonable period of grace. After expiry of this period, the purchaser may claim damages and/or withdraw from the contract to the extent that the goods have not been reported ready for dispatch or delivered by the expiry of the period. There is no right of withdrawal if the delay in delivery, i.e. the exceeding of the delivery period, is not our responsibility.

4. The buyer is only entitled to claims for damages instead of performance if the cause of the damage is based on intent or gross negligence on our part. This does not apply if a fixed date transaction exists.

5. Delivery obligations and delivery periods shall be suspended for as long as the buyer is in default with the acceptance of the goods or other obligations, without our rights from the buyer's default being affected thereby, or the buyer has exceeded his credit limit granted by us. In this case, the risk of accidental loss or accidental deterioration shall also pass to the buyer at the point in time at which he is in default.

6. The originally agreed delivery period shall be canceled if the order is amended with our written consent.

7. Reasonable partial deliveries as well as deviations (max. +/- 5 %) from the quantities ordered are permissible, as long as they are reasonable for the buyer, taking into account his interests.

8. The weight and number of pieces of the delivered goods as determined by us are decisive for the calculation.

IV. DISPATCH

1. Dispatch is always at the expense and risk of the buyer from a place to be determined by us.

2. We select packaging, mode of dispatch and dispatch route at our free discretion, unless the buyer has special wishes in this regard. Additional costs for special requests of the buyer shall be borne by him. We assume no obligation for cheapest shipping.

3. If dispatch or delivery is delayed at the request of the buyer, we shall be entitled to set the buyer a reasonable period for acceptance and, if this period expires without result, to demand immediate acceptance and compensation for our damage caused by delay.

V. TERMS OF PAYMENT

1. The conditions stated in our order confirmation apply to payment.

2. The buyer shall bear the costs of his payment, in particular all types of bank charges and costs.

3. Checks are only accepted under the usual reservation. For payments of all kinds, the settlement date shall be the day on which the amount is at our disposal.

4. If payments are deferred or made later than agreed, interest at a rate of 9 percentage points above the respective base interest rate shall be charged for the interim period without the need for a reminder. We reserve the right to assert further damage caused by delay. The purchaser shall be entitled to prove that the damage caused by the delay is lower. In addition, we are entitled to claim a flat-rate reminder fee of € 40.00 from the buyer.

5. The buyer is not entitled to offset against counterclaims unless his claims have been recognized by us, are undisputed or have been established as legally binding. The buyer also has no right of retention due to disputed counterclaims.

6. All our claims shall become due immediately if the terms of payment are not complied with or if we become aware of circumstances which are likely to reduce the creditworthiness of the purchaser. We are then also entitled to carry out outstanding deliveries only against advance payment or provision of security or to withdraw from the contract after a reasonable period of grace and/or to demand compensation instead of performance. We may also prohibit the resale and processing of the delivered goods and demand their return or the transfer of indirect possession of the delivered goods at the expense of the buyer and revoke the collection authorization pursuant to Section IX. 7. The buyer hereby authorizes us to enter his premises and business premises in the aforementioned cases and to take away the delivered goods.

7. Payments are always offset against the oldest due invoice. As long as an older invoice is outstanding, the purchaser is not entitled to claim a discount for the payment of later invoices.

VI. COMPLAINTS AND NOTICES OF DEFECTS

1. Complaints due to incomplete or incorrect delivery or notices of visible defects must be submitted to us in writing without delay, at the latest within 2 weeks of receipt of the goods. Other defects must be reported in writing without delay, at the latest within 2 weeks of their discovery.

Warranty claims are excluded if complaints or notifications of defects are not made in due time. In the event of timely notification, we shall be obliged to provide a warranty in accordance with Section VII.

2. In the event of transport damage, the buyer must provide us with a damage report from the railway or post office or from the carrier.

3. Defects in a part of the delivered goods do not entitle the buyer to complain about the entire delivery, unless the partial delivery is of no interest to the buyer.

VII. WARRANTY

1. In the event of defects in the delivery items, we are entitled to choose between remedying the defects or making a replacement delivery within a warranty period of 12 months. This period shall not apply: - insofar as the law according to §§ 438 Para. 1 No. 2 (buildings and items for buildings) and 634a Para. 1 No. 2 (building defects) BGB (German Civil Code) prescribes longer periods, - in case of intent, - in case of fraudulent concealment of the defect, as well as - in case of non-compliance with a guarantee of quality. Claims for reimbursement of expenses by the buyer in accordance with § 445a BGB (recourse of the seller) shall also become statute-barred 12 months after the start of the statutory limitation period, provided that the last contract in the supply chain is not a purchase of consumer goods. The legal regulations concerning suspension of the expiry, suspension and restart of the periods remain unaffected.

In the event of rectification of defects, we shall be obliged, in accordance with the statutory provisions, to bear the expenses necessary for the purpose of rectifying the defects, in particular transport, labor and material costs, provided that these are not increased by the fact that the delivery items have been taken to a place other than the place of performance.

2. The buyer shall grant us the time and opportunity required at our reasonable discretion to remedy the defect. Replaced parts become our property.

3. If subsequent performance fails, if we allow a reasonable period of grace granted to us for this purpose to elapse without making a new delivery or rectifying the defect, or if subsequent performance is impossible or is refused by us, the buyer has the right to withdraw from the contract or to reduce the purchase price, as well as in the event of our inability to provide subsequent performance.

4. The warranty does not apply to defects and/or damage resulting from wear and tear due to use, nor does it apply to defects and/or damage resulting from incorrect or negligent handling, excessive strain, unsuitable use, incorrect handling, etc., as well as such influences which are not provided for in the contract, unless the damage is due to our fault.

5 The warranty claim may not be transferred to third parties without our consent.

6 We shall not be liable for defects resulting from improper modifications and repair work carried out by the buyer or third parties on the delivery items.

7 For essential third-party products, our liability is limited to the assignment of the warranty claims to which we are entitled against the supplier of the third-party product, unless satisfaction under the assigned right fails or the assigned claim cannot be enforced for other reasons.

8 Any further claims of the buyer against us for whatever legal reasons are excluded, unless otherwise regulated below, in particular a claim for compensation for damages which do not occur and/or do not exist on the delivered goods themselves (e.g. loss of profit, consequential damages, other financial losses); this exemption from liability does not apply if we are compulsorily liable due to intent, gross negligence or from a guarantee promise or if an essential contractual obligation is violated as well as in the case of injury to life, limb and health.

In the event of negligent but not grossly negligent violation, our liability shall be limited to compensation for typical, foreseeable damage.

9 The above provisions shall apply accordingly to the delivery of goods other than the contractual goods.

VIII. LIABILITY, LIMITATION PERIOD

1. The exclusion and limitation of our liability for damages, as regulated in Section VII. 8., also apply accordingly to all cases of our liability for damages due to breach of obligations arising from legal or similar obligations and from tort. This shall not affect claims pursuant to §§ 1, 4 of the Product Liability Act or due to impediment to performance upon conclusion of the contract or impossibility for which we are responsible. This exemption from liability does not apply if we are compulsorily liable due to intent, gross negligence or from a guarantee promise or if an essential contractual obligation is violated as well as in the case of injury to life, limb and health.

2. If our liability for damages is excluded or limited, this shall also apply to the personal liability of our organs, employees and vicarious agents.

3. The claims of the buyer mentioned in paragraph 1 are generally subject to a limitation period of 24 months, calculated from the end of the year of the transfer of risk. If the statutory limitation period is shorter than 24 months, this period shall apply to the relevant claims of the Purchaser. The shortening of the limitation period shall not apply to claims arising from tort or product liability.

4. The statutory provisions on the burden of proof shall remain unaffected.

IX. RESERVATION OF PROPRIETARY RIGHTS

1. All delivered goods shall remain our property (reserved goods) until all claims, in particular also the respective balance claims, to which we are entitled from the business relationship with the purchaser have been settled. This also applies if payments are made on specially designated claims.

2. If the buyer combines and mixes the reserved goods with other goods, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the reserved goods to the invoice value of the other goods used. If our ownership expires due to combination, the buyer hereby assigns to us his ownership rights to the new item to the extent of the invoice value of the goods subject to retention of title and shall keep them safe for us free of charge. The resulting co-ownership rights shall be deemed reserved goods within the meaning of paragraph 1. We will accept the transfer.

3. The purchaser may only sell the goods subject to retention of title in the ordinary course of business, at his terms and conditions of business, if they contain a comprehensive retention of title corresponding to these provisions, and as long as he is not in default, provided that the claims from the resale are transferred to us in accordance with paragraphs 4. and 6. He is not entitled to dispose of the goods subject to retention of title in any other way; in particular, the entitlement to dispose of the goods subject to retention of title is deemed to be revoked without further ado if insolvency proceedings are applied for or liquidation is initiated in respect of the buyer's assets.

4. The buyer's claims arising from the resale of the reserved goods are hereby assigned to us. They serve as security to the same extent as the reserved goods. We hereby accept the transfer.

5. If the reserved goods are sold by the buyer together with other goods not sold by us, the assignment of the claim from the resale shall only apply to the amount of our invoice value of the respective reserved goods sold. In the case of the sale of goods in which we have co-ownership shares in accordance with paragraph 2, the assignment of the claim shall apply in the amount of these co-ownership shares.

6. If the reserved goods are used by the purchaser to fulfill a contract for work and services, paragraphs 4. and 5. shall apply accordingly to the claim from this contract.

7. The buyer is entitled to collect claims from the sale in accordance with paragraphs 3, 5 and 6 until our revocation, which is permissible at any time. We will only make use of the right of revocation in the cases of paragraph 3 and section V. 5. The buyer is in no case authorized to assign the claims otherwise. At our request he is obliged to inform his buyers immediately of the assignment to us - if we do not do this ourselves - and to give us the information and documents necessary for collection. The buyer is not permitted to pledge or assign the reserved goods as security.

8. Our reservation of title is conditioned in such a way that with the full payment of all claims, the ownership of the reserved goods is transferred to the purchaser without further ado and he is entitled to the assigned claims without restriction. If the value of the existing securities exceeds the secured claims by a total of more than 20%, we are obliged to release securities of our choice at the request of the purchaser. The valuation of collateral is based on its realizable value as collateral value.

9. The buyer shall notify us immediately of any seizure or any other endangerment or impairment of our rights of ownership and claims by third parties, handing over the minutes of the seizure or other documents, and shall in turn do everything possible to protect our rights.

10. We are entitled at any time to enter the warehouse and business premises of the purchaser in order to remove, segregate or mark the reserved goods. Upon request, the buyer shall provide us with all relevant information about the reserved goods and surrender any necessary receipts. The buyer is obliged to comprehensively insure the goods subject to retention of title in our favor at his own expense and to provide us with evidence of the insurance on request. He already now assigns all insurance claims resulting from this to us; we accept the assignment.

11. The assertion of our reservation of title shall not be deemed a withdrawal from the contract. The right of the buyer to possess the reserved goods shall expire if he fails to fulfill his obligations under this or any other contract. We shall then be entitled to take possession of the reserved goods ourselves and, without prejudice to the buyer's payment and other obligations towards us, to realize them in the best possible way by private sale or by auction. The proceeds of the sale shall be credited to the buyer's liabilities after deduction of the costs. Any surplus is to be paid out to him.

12. If the retention of title or assignment is not effective according to the law in whose area the goods are located, the security corresponding to the retention of title or assignment in this area shall be deemed agreed. If the cooperation of the purchaser is required for this purpose, he must take all measures necessary to establish and maintain such rights.

X. TOOLS

1. Tools, molds, devices and the like - hereinafter referred to as "tools" - are in principle our property, even if the buyer has paid the costs for them in whole or in part. This applies regardless of whether we ourselves or third parties commissioned by us have manufactured the tools.

2. We undertake not to manufacture any parts for third parties using tools for which the buyer has assumed the entire costs, as long as the buyer places follow-up orders with us. This obligation expires without the purchaser having any claim for reimbursement of any kind against us if no further orders are received by us within two years of the last order.

3. We shall store the tools free of charge. The costs of maintenance and repairs shall be borne by the buyer. Our storage obligation shall expire at the end of the two-year period mentioned in paragraph 2. We are then entitled to dispose of the tools.

4. The above provisions (paragraphs 1. to 3.) shall not apply to tools for generally customary and usable articles.

XI. PROPERTY RIGHTS OF THIRD PARTIES

If we have to manufacture according to drawings, data, models, samples, etc. of the buyer, the buyer shall guarantee to us that the property rights of third parties are not violated. If this does happen, the buyer shall indemnify us to the full extent from any claims of third parties and compensate us for any damages incurred. If a third party asserts industrial property rights to which it is entitled, we shall be entitled to immediately cease production or delivery of the items without examining the legal situation.

XII. OTHER TERMS AND CONDITIONS

1. Place of performance and jurisdiction for both contractual parties is D-78176 Blumberg. We are also entitled to sue the buyer at his general place of jurisdiction.

2. The law of the Federal Republic of Germany applies exclusively to all legal relationships between us and the buyer.

3. Should any of these terms and conditions and the contractual provisions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provisions shall be reinterpreted in such a way that the legal and economic purpose intended by them is achieved. The same applies if, during the execution of the contract, a contractual loophole needing supplementation comes to light. The contractual parties undertake to amend the ineffective provisions without delay by legally effective agreements or to close the contractual lacuna.

4. The buyer's data is stored by us within the scope of the purpose of the contractual relationship.

Blumberg, August 2019
Darda GmbH