

GENERAL TERMS AND CONDITIONS OF BLASS & ZIEGLER GMBH

1. General information, validity of the general terms and conditions.

The following terms and conditions shall apply to all purchase, exchange and similar contracts between Blass & Ziegler GmbH (Blass & Ziegler) and its business partners (customers).

Deviating terms and conditions of business of customers shall not be binding for Blass & Ziegler even if they are not expressly contradicted. Other terms shall only apply if Blass & Ziegler expressly accepts the other conditions.

2. Quotation and conclusion of contract

2.1. Information and notifications by Blass & Ziegler regarding the object of sale shall always only be non-binding guidelines. These may vary within the applicable standard tolerances. This shall also apply to illustrations, stated dimensions and weights as well as technical or other data in catalogues, brochures, advertising media or on the Internet.

2.2. Orders shall be considered accepted when they have been confirmed in writing oder executed.

2.3. Insignificant contractual changes or deviations shall be reserved without prior notice, as well as the use of other materials. In the event of errors in the catalogue, price lists, brochures, offers, order slips, advertising media or on the Internet, Blass & Ziegler shall be entitled to correct them at any time without prior notification and, if necessary, to issue a subsequent debit and/or credit note.

3. Delivery

3.1 Binding delivery periods shall only exist if they have been agreed in writing. They shall begin with the despatch of the order confirmation by Blass & Ziegler. When indicating expected delivery dates, these shall not be binding delivery periods. The delivery dates communicated by Blass & Ziegler are to be regarded as approximate.

3.2 Blass & Ziegler shall be entitled to make partial deliveries.

4. Dispatch

4.1 Unless otherwise specified by the customer, the choice of dispatch and type of packaging shall be at the discretion of Blass & Ziegler. Blass & Ziegler is not obliged to select the most favourable type. In case of delivery with own vehicles, Blass & Ziegler shall be entitled to charge shipping costs which correspond to the average costs incurred for third-party delivery.

4.2 The costs for shipment shall be borne by the customer.

5. Liability

5.1 If the goods are delivered to the customer at the customer's request, the risk shall pass to the customer upon delivery of the goods to the forwarding agent, carrier or other person or institution designated to carry out the shipment. This shall also apply if Blass & Ziegler delivers the goods with its own vehicles.

5.2 Special events that could jeopardise the smooth execution of the contract shall entitle Blass & Ziegler to withdraw from the contract in whole or in part or to postpone delivery. This shall also apply if the above events occur at a time when Blass & Ziegler is in default. Such events shall be impossibility of performance for Blass & Ziegler or its suppliers, force majeure, transport and operational disturbances, labour disputes or material defects. In this case Blass & Ziegler shall immediately inform the customer about the non-

availability of the goods and, in the event of withdrawal from the contract, immediately refund any consideration already granted by the customer.

5.3 If damage to the customer was caused by slight or simple negligence on the part of Blass & Ziegler, Blass & Ziegler shall only be liable for the foreseeable damage typical to the contract. This shall not apply to claims for damages due to injury to life, body or health or if the damage was caused by intentional or grossly negligent conduct or if the Product Liability Act applies. The right of the customer to withdraw from the contract shall remain unaffected.

6. Prices

6.1 The prices shall apply ex works. The statutory Value Added Tax is not included.

6.2 If there is a period of more than 4 months between conclusion of the contract and the agreed delivery date, Blass & Ziegler shall be entitled to pass on price increases resulting from increases in purchase prices, wage costs, changes in exchange rates, customs duties, taxes and charges.

6.3 The prices shall be in EURO, unless another currency has been expressly agreed.

7. Payment and payment terms

7.1 The claims of Blass & Ziegler shall be due without deduction immediately upon receipt of the invoice by the customer. If a discount has been agreed upon, it can only be granted for invoice amounts exceeding 100.00 EUR. Amounts that are cleared by offsetting with credit notes shall not be eligible for discounts.

7.2 Blass & Ziegler shall be entitled to dispatch the goods only against cash on delivery, advance payment or provision of securities.

7.3 Blass & Ziegler shall not be obliged to accept cheques or bills of exchange as means of payment. Cheque payments shall only be considered to be effected after crediting. Bills of exchange shall only be accepted on account of payment subject to discounting. Discount charges shall always beat the expense of the customer. If the bills of exchange remain in Blass & Ziegler's securities account, Blass & Ziegler shall be entitled to charge the private banks' discount charges.

7.4 Sales representatives of Blass & Ziegler shall only be authorized to accept payments with a special power of attorney.

7.5 For reminders, reminder costs of EUR 10,00 per reminder shall be charged.

7.6 Offsetting against claims of Blass & Ziegler shall be excluded unless the offsetting claim is undisputed or has been legally established. The customer shall only be entitled to a right of retention if it is based on the same contractual relationship.

7.7 Payments made by the customer shall always be set off against the oldest invoice due.

8. Retention of title

8.1 The goods shall be delivered under retention of title. They shall remain the property of Blass & Ziegler until complete satisfaction of all claims, including future claims arising from the business relationship. This shall also apply if the purchase price for certain deliveries of goods designated by the customer has been paid.

8.2 The customer shall be permitted to resell the goods subject to retention of title in the course of normal business transactions. This permission may be revoked. Resale may only take place against cash payment

or under retention of title. Transfer by way of security, pledging and other disposals impairing the rights of Blass & Ziegler shall not be permitted to the customer. The customer shall hereby assign by way of security to Blass & Ziegler all claims to which he is entitled now or later from the resale or on any other legal grounds with regard to the goods. On request he must send a list of the claims transferred to Blass & Ziegler at any time and inform the debtor of the assignment. However, he shall be authorized to collect the claims assigned to Blass & Ziegler as long as he meets his payment obligations as agreed. The collected amounts are to be transferred immediately to Blass & Ziegler as long as the latter is entitled to due claims against the customer.

8.3 The customer may not acquire co-ownership of the goods by processing them to produce a new object. Any working or processing shall be free of charge for Blass & Ziegler. In the event of processing with other goods not belonging to Blass & Ziegler, Blass & Ziegler shall be entitled to co-ownership of the new object at the ratio of the value of the reserved goods to the other processed objects.

8.4 The securities granted to Blass & Ziegler shall be released at the request of the customer if their value exceeds the claims of Blass & Ziegler against the customer by more than 20% on a sustained basis. Which securities are released in which order shall be at the discretion of Blass & Ziegler.

9. Warranty, expiry

9.1 Obvious defects must be reported by the customer when purchasing consumer goods within 2 weeks after receipt of the goods by the customer, in writing to Blass & Ziegler; not obvious defects within 2 weeks after discovery of the defect. This does not affect the customer's obligation to immediately examine and give notice of defects in accordance with the German Commercial Code. After expiry of this period, the goods delivered by Blass & Ziegler shall be deemed approved.

9.2 If it does not concern a purchase of consumer goods, the warranty claim shall be limited to removal of defects or replacement delivery. Blass & Ziegler shall have the right to choose between removal of defects or replacement delivery. If 2 attempts to remedy the defect or to deliver a replacement fail, the customer shall have the right to demand a reduction of the payment (abatement) or to withdraw from the contract. Claims for damages shall only exist under the conditions set out in clause 5.3..

9.3 If it is not a purchase of consumer goods, the rejected goods must be sent to Blass & Ziegler carriage paid. If the complaints prove to be correct, Blass & Ziegler shall deliver the replaced or repaired goods to the customer carriage paid.

9.4 If it is not a purchase of consumer goods, the period of limitation for the assertion of warranty claims shall be 1 year from delivery of the goods. This period shall also apply to goods that have been exchanged or repaired by Blass & Ziegler by way of subsequent performance.

9.5 If it concerns a purchase of consumer goods, the legal regulations of §§ 434 et seq. BGB shall apply.

10. Return of cores

10.1. When purchasing the goods, the customer shall generally be obliged to hand over the corresponding core to Blass & Ziegler. The core must be returned at the latest within a period of 3 months after delivery of the new goods.

10.2. In addition to the purchase price for the goods, Blass & Ziegler shall be entitled to charge a security deposit for the return of the core. If such a security has been provided and the customer returns the core within the period according to clause 10.1, Blass & Ziegler will issue a credit note for the amount of the security. The credit note shall depend on the core being complete, that it corresponds to the new part to be delivered and is in a general condition that allows it to be repaired.

11. Choice of law and place of jurisdiction

11.1 All disputes arising from orders or the present contract shall be governed exclusively by German law and shall be interpreted in accordance with German law, including contracts with foreign customers or deliveries abroad.

11.2 If the buyer is a registered trader, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of Blass & Ziegler. This shall also be the place of performance for the mutual rights and obligations under the contract.

12. Final provisions

12.1 The ineffectiveness or invalidity of one of the aforementioned provisions shall not affect the validity of the remaining provisions. If any provision of these terms and conditions is invalid, this invalid provision shall be replaced by a valid provision which comes closest to the intended economic purpose of the invalid provision. The same shall apply to filling contract loopholes.

12.2 Amendments or supplements to these conditions must be confirmed in writing.

*Blass & Ziegler GmbH Saarbruecken
Geschäftsleitung: Ulrich Blass*

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