

## I. General

1. In the absence of any express written agreement to the contrary and in each individual case, all deliveries of goods, performance of services and or all other contractual obligations, including the provision of advice, suggestions and any other ancillary services ("ordered goods"), shall always be provided exclusively according to and governed by the following general terms and conditions of business. Conflicting terms and any other conditions of business that the customer has are hereby expressly excluded and shall not be accepted even if they are not rejected following any receipt of the same by our company, AS Tech Industrie- und Spannhydraulik GmbH ("the supplier") and the customer ordering the goods ("the customer"), intending to be legally bound, hereby expressly agrees to this without reservation.

## II. Offer

1. Any purported contracts and other agreements, in particular verbal collateral agreements and assurances, shall not be legally binding upon the supplier unless and until expressly confirmed so by the supplier in writing.
2. All information provided, including dimensions, weights, illustrations, descriptions, assembly sketches, price lists and other printed matter, are to be understood as being approximations only, although provided by the supplier to the best of its ability, and as such shall not be legally binding upon the supplier.
3. All documentation provided by the supplier to the customer, such as illustrations, drawings, plans, documentation etc., shall remain at all times the sole property of the supplier. The supplier reserves copyright over this material. The documentation must not be used for other purposes, reproduced and or made accessible to third parties without the express, prior, written consent of the supplier.

## III. Scope of the Delivery

1. The supplier's written order confirmation shall be legally binding concerning the particulars of each order or delivery. In the event that an offer is made by the supplier that includes a time restriction and or a time limit for acceptance, these shall apply. Any collateral agreements and amendments are only valid if confirmed by the supplier, in advance, in writing.

## IV. Price and Payment

1. In the absence of any special agreement to the contrary, the prices are to be understood as ex-works supplier, including loading at the premises of the supplier and excluding packing. The quoted prices are subject to the applicable statutory value added tax.
2. In the absence of any special agreement to the contrary, payment of each relevant total amount invoiced by the supplier shall be due in cash, with no deductions, payable at the supplier's nominated office address and or in accordance with the written payment instructions of the supplier, within 14 days following the date of delivery, or date of the invoice, in full.
3. The withholding of any payment amounts invoiced by the supplier on the basis of any purported set-off or any other any counterclaim asserted by the customer and that is disputed by the supplier is not permitted, nor valid and is expressly prohibited.
4. The minimum order amount is 80.00 Euro.

## V. Delivery Period

1. The delivery period shall begin at the time of sending the order confirmation, however, not before all documents, approvals and authorisations required to be sent to the supplier by the customer have been received by the supplier in an acceptable form and also not before receipt of any agreed deposit payment by the supplier.
2. The delivery date schedule shall be considered adhered to if the relevant goods have departed the premises of the supplier on time, or if the readiness to deliver the goods has been notified to the customer before expiry of any time limitation period.
3. The delivery date schedule shall be extended by an appropriate period of time in the event of delays due to industrial disputes, in particular strikes and lock-outs, as well as given the occurrence of unforeseen circumstances beyond the control of the supplier, provided such circumstances clearly have a significant influence on the completion time or delivery date of the ordered goods. This shall also apply if the relevant unforeseen circumstances occur with sub-contractors. The supplier shall likewise not be responsible for the abovementioned circumstances if they occur during an existing default period. In important cases, the supplier shall inform the customer as soon as possible at the start and at the end of any such delays.
4. If dispatch of the relevant goods is delayed at the request of the customer, the supplier shall invoice the customer for the costs resulting from such storage and in the event of storage in the supplier's own premises, the relevant additional storage amount payable shall be calculated at the rate of 0.5% of the gross invoice amount in relation to each individual month, beginning one month after notification of availability of the goods for dispatch.

Nevertheless, the supplier is entitled, following the determination and expiry of an appropriate delayed deadline, to dispose of the ordered goods in another manner and to supply the customer according to an appropriate new deadline.

5. Adherence to the delivery date presupposes fulfilment of all of the customer's contractual obligations.

## VI. Passing of Risk and Receipt

1. The risk shall pass to the customer at the latest upon dispatch of the ordered goods, including in the event of partial deliveries or if the supplier performs other services such as transportation or assembly. At the request of the customer, the supplier will insure the consignment at the expense of the customer against theft, breakage, transport, fire and water damage as well as against other insurable risks.
2. If dispatch is delayed as a result of circumstances for which the customer is responsible, the risk shall pass to the customer as of the date of availability for dispatch, however, at the request of the customer, the supplier is obliged to obtain any insurance required by the customer at the customer's expense.
3. Without prejudice to the terms of Section VIII, the customer must accept receipt of goods delivered even if they have material or other defects.
4. Partial deliveries of goods are permitted.

## VII. Retention of Title

1. The supplier shall retain full legal and beneficial title to the ordered goods until such time as all outstanding invoice related claims of the supplier against the customer arising from the business relationship, including future claims from other contracts concluded simultaneously or later, have been satisfied in full. This shall also apply if individual or multiple claims of the supplier have been included in an invoice related to multiple orders and whether or not some or all of the invoiced amounts had been accepted or not.
2. In the event of breach of contract by the customer, in particular breach due to default on payment, the supplier shall be entitled to take back physical possession of the ordered goods following the sending of a payment reminder and the customer is obliged to immediately hand over the relevant goods. Assertion of the retention of title claim as well as any security attachment of the ordered goods by the supplier shall only constitute withdrawal from the contract if the supplier has declared this expressly in writing. The customer must inform the supplier immediately in writing in the event of any security attachment or other attempt to assert any third party claim and or security rights over any goods delivered.
3. The customer is entitled to make an onward sale of the ordered goods within the ordinary course of business. In such cases, the customer shall always advise the supplier of all relevant details in advance in writing and hereby assigns henceforth to the supplier all claims, including any ancillary rights, to which the customer is entitled against the purchaser and or recipient of the relevant goods or against any other third parties arising from the onward sale. The customer shall remain entitled to collect these claims even following the assignment, provided that the rights and economic interests of the supplier are not negatively impacted upon. The supplier's entitlement to collect the claims itself shall remain unaffected; however, the supplier undertakes not to enforce any claims when the customer fulfils its payment obligations fully and correctly. The supplier may demand that the customer advise it of any assigned claims and the relevant debtors, provide all information necessary for collection, hand over the corresponding documents and notify the debtors of the assignment. If the ordered goods are sold together with other goods not belonging to the supplier, the claim of the customer against its customer shall be automatically assigned to the supplier in the monetary amount of the delivery price agreed between the supplier and the customer. The supplier undertakes to release any collateral to which it is entitled in so far as the value of such collateral exceeds the value of the supplier's outstanding claims in money terms by more than 20%. The supplier always retains full rights in relation to both simple and extended retention of title regarding the goods delivered and the customer is obliged to assist the supplier as and when requested by the supplier to enforce the legal rights of the supplier.
4. The supplier is entitled to insure the ordered goods against theft, breakage, fire, water and other damage at the expense of the customer, unless the customer has provided evidence that it has already taken out this insurance. The customer must not pledge the ordered goods as security or transfer ownership of it as part of any security arrangement. The customer must inform the supplier immediately in the event of attachment, confiscation and or other disposal of the relevant goods by any third party.
5. If bill of exchange liability of the supplier or similar is created in connection with the payment of the purchase price by the customer, the retention of title, including its agreed special forms, or other

collateral agreed to secure payment shall not expire until redemption of the bill of exchange by the customer as drawee.

## VIII. Liability for defective delivery

1. Without prejudice to the provisions of Section X.4, the supplier shall be liable as follows for defective delivery - which shall also include the absence of any expressly agreed features – subject to the exclusion of further claims:

2. All parts of goods that prove to be unusable or whose usability proves to be impaired to a not immaterial extent within 6 months of delivery as a result of circumstances prior to the passing of risk – in particular as a result of defective construction, poor materials or faulty design – must, at the reasonably exercised discretion of the supplier, be repaired or replaced free of charge. The detection of any such defects must be reported to the supplier immediately in writing. Parts replaced shall become the property of the supplier. The supplier shall only be liable for defects in relation to materials supplied by the customer if the defects should have been recognisable by the supplier using reasonable care and attention. In the event of delay in dispatch without culpability on the part of the supplier, liability shall cease to apply at the latest 12 months following the passing of risk. Liability of the supplier for third party products shall be limited to the assignment of the liability entitlements of the supplier against the supplier of the relevant third party product. In cases of manufacture by the supplier on the basis of the customer's drawings, the supplier shall be liable only for completing the manufacturing process in accordance with the drawings supplied to it.

3. In all cases, the right of the customer to assert claims for defects shall become statute barred 6 months following on time notification of the defect, at the earliest, however, upon expiry of the relevant warranty period.

4. No warranty is assumed for damage caused by the following: Unsuitable or incorrect use, defective assembly or commissioning by the customer or a third party, natural wear and tear, incorrect or negligent treatment, unsuitable operating materials, substitute materials, chemical, electrochemical or electrical influences, unless these are shown to be the result of culpability on the part of the supplier.

5. Following consultation with the supplier, the customer must grant the supplier the necessary time and opportunity for carrying out all repairs and replacement deliveries considered necessary by the supplier in the exercise of the reasonable discretion of the supplier, otherwise, the supplier shall be released from any liability for the defects. The customer shall only have the right to correct any defects itself or to have these corrected by third parties and to demand compensation of expenses incurred from the supplier in urgent cases where there is a serious operational safety threat, or to avoid disproportionately high damage being caused– in which case the supplier must be informed immediately – or in cases where the supplier is in default regarding correction of the defects.

6. Of the direct costs resulting from the repair or replacement delivery, the supplier shall bear the costs of the replacement goods including dispatch, provided the complaint proves to be justified. In all other respects the customer shall bear all the costs.

7. The warranty period for the replacement goods and the repair is 3 months, however, nevertheless, the warranty period shall run at least until the expiry of the original warranty period for the ordered goods. The liability period for defects to the ordered goods shall be extended by the time duration of the operational interruption caused by the repair work.

8. In the event of any modifications or repair work carried out by the customer or a third party incorrectly or without the prior written approval of the supplier, liability for the resulting damage on the part of the supplier shall not apply.

9. The supplier assumes no liability for damage and or consequential damage of any kind, incurred in connection with the hardware or software supplied.

10. Any additional claims by the customer, in particular claims for compensation or for damages not directly concerning the ordered goods itself (consequential damage caused by defects), are expressly excluded in all cases. This exclusion of liability shall not apply in cases of intentional conduct or gross negligence on the part of the owner or senior employees of the supplier, or in cases of liability pursuant to the product liability laws concerning damages to persons or property related to privately used goods and caused by defects in the ordered goods. It shall likewise not apply in cases of the absence of any expressly assured features if the very purpose of the assurance was to protect the customer against damages not incurred concerning the ordered goods itself.

## IX. Liability for accessory obligations

1. If, as a result of culpability on the part of the supplier, the ordered goods cannot be used by the customer in the contractual

manner as a result of omitted or defective implementation of suggestions and consultations prior to or subsequent to conclusion of the contract, as well as of other contractual accessory obligations and in particular instructions concerning the operation and maintenance of the ordered goods, the provisions contained in Sections VIII. and X shall apply accordingly, subject to the exclusion of all additional claims by the customer.

## X. Customer's right of withdrawal

1. The customer may withdraw from the contract if the entire performance of the contract becomes impossible for the supplier prior to the passing of risk. The same shall apply in the event of inability of the supplier to perform. The customer may also withdraw from the contract if, with an order for similar goods, performance of part of the delivery becomes impossible in terms of numbers and the customer has a justified interest in refusing to accept only a partial delivery. If this, however, is not the case, the customer may reduce the performance of its contractual obligations to a reasonable degree accordingly.

2. If default on performance as defined in Section V of the terms and conditions of business applies and the customer grants the supplier in default an appropriate period of grace, coupled with an explicit declaration that it will refuse acceptance of the contractual performance following expiry of this grace period and the period of grace is not complied with, the customer shall be entitled to withdraw from the contract.

3. In the event of impossibility occurring during the period time when acceptance has been denied or as a result of culpability of the customer, the customer shall remain obliged to perform its contractual obligations in full.

4. The customer shall also have a right of withdrawal from the contract if the supplier culpably allows an appropriate period of grace, granted for purposes of repair or replacement delivery in connection with a defect for which the supplier is responsible under the terms and conditions of business, to expire. The right of the customer to rescind the contract shall also apply in other serious cases of failure to repair or replace any defective goods by the supplier.

5. Expressly excluded are all additional claims for compensation by the customer, in particular claims concerning cancellation, termination, or a reduction in price as well as claims for any form of damages, including damages not incurred in relation to the ordered goods itself. This exclusion of liability shall not apply in cases of intentional malicious conduct or gross negligence on the part of the owner or senior employees of the supplier, or in cases of liability under the product liability laws for damages to persons or property related to privately used goods and caused by defects of the ordered goods. It shall likewise not apply in cases of the absence of explicitly assured features if the very purpose of the assurance was to protect the customer against damages in relation to the ordered goods.

## XI. General limitation of liability, turnover tax

1. The liability of the supplier shall be based exclusively upon the legally binding agreements made in the above sections. All claims not explicitly contained therein, including claims for damages, irrespective of the legal grounds, along with claims in connection with any warranty rights of the customer, are excluded, unless liability of the supplier is mandatory as in cases of intentional malicious conduct or gross negligence.

2. All claims against the supplier, irrespective of the legal grounds, shall become statute barred one (1) year after the passing of risk to the customer, unless the statutory limitation period or that agreed under these terms and conditions of business is a lesser period of time.

3. In the event of any claims made against the supplier as a result of customs or turnover tax offences by the customer, the supplier is entitled to claim compensation or damages along with full recompense for all costs and expenses incurred by it, against the customer.

## XII. Place of performance, place of jurisdiction and applicable law

1. The place of performance for all deliveries of goods and services performed by the supplier hereunder shall be the supplier's main business premises. Place of jurisdiction in the case of any contractual and or legal disputes and the sole place where all legal disputes shall be resolved is the geographic location in Germany where the supplier has its main business premises and office and or where it is legally registered. The supplier and the customer expressly agree to this jurisdiction determination in all cases and without exception, including express mutual agreement to submit to the sole jurisdiction of the German courts. The supplier is also entitled to take legal action against the customer at its place of jurisdiction at its sole discretion, should it so elect.

2. The laws of the Federal Republic of Germany shall apply exclusively to all legal disputes between the supplier and the customer. Provisions of the UN Sales Convention as well as of the Hague Sales Convention, along with any other international conventions or treaties are expressly excluded.

### **XIII. Partial invalidity**

1. Should one or more individual provisions of these terms and conditions of business be declared or become invalid for whatever reason, either in part or in full, the validity of these terms and conditions as a whole shall remain otherwise unaffected. The parties agree that any invalid provision shall be substituted by a new provision that is reasonable for both contracting parties and that corresponds as closely as possible in terms of economic consequences, legal intention and consequences, to the original provision or provisions that was or were declared or became invalid.