

**General Terms and Conditions of Business
of Mold-Masters Europa GmbH, Baden-Baden**

1. Scope

Our sales and deliveries shall be exclusively based on the terms and conditions of the order confirmation and these General Terms and Conditions of Business ("Terms of Business"), which the Purchaser accepts by placing an order or by accepting delivery of the goods or services. This shall also apply to all future transactions with the Purchaser. The application of Purchaser's conflicting terms and conditions shall be excluded, even if we do not expressly object to such terms and conditions.

2. Conclusion of Contract

- 2.1 Our offers shall be non-binding unless they expressly state otherwise. A contract shall become effective upon issuance of our written order confirmation and shall exclusively be governed by the contents of the order confirmation and these Terms of Business. Verbal agreements or commitments require our written confirmation in order to be valid.
- 2.2 Documentation such as images, drawings, measurements or information on capacity, weight, space and power requirements provided in connection with our offers shall be binding only if this is agreed in writing. We retain title and reserve the copyright to such documentation as well as to cost estimates. Such documentation must not be made accessible to third parties and shall be returned to us without undue delay on demand.
- 2.3 Our staff cannot conclude contracts and make binding promises on our behalf concerning the goods or other terms and/or conditions, unless explicitly authorized in writing vis-à-vis the Purchaser. This shall not apply to our legal representatives and/or authorized representatives (*Prokuristen*).

3. Prices and Payment

- 3.1 All prices shall apply Ex Works (EXW – Incoterms® 2020) Frankfurt Airport or – in case of direct delivery (not via Frankfurt Airport) – Ex Works (EXW – Incoterms® 2020) Baden-Baden, Germany. They include packaging, but exclude assembly, installation, and commissioning. All prices are quoted in Euro. The Purchaser shall bear the statutory VAT as well as any other public charges in connection with the import of the goods.
- 3.2 Each invoice shall be due for payment without any deductions within 30 days of the date of invoice; if this period of payment lapses unsuccessfully the Purchaser shall be in default. Payments will first be credited against the oldest accounts receivable and then against any costs incurred, if any, and then against interest. Payments shall be deemed as effected only once we have received the payment in cleared funds.
- 3.3 If the agreed delivery date will be more than four months after entering into the contract and if we have to bear an unforeseeable increase in costs with regard to the deliverables after entering into the contract, we shall be entitled to increase the agreed price accordingly at our reasonable bona fide discretion. In particular increased labour costs, material costs, storage costs, energy and shipping costs and public charges may be considered in the price increase. We shall provide reasonable documentation to the Purchaser upon request to demonstrate the cost increase. If the price increase is more than 5%, the Purchaser shall be entitled to rescind the contract in writing immediately after receipt of the notification of the price increase.
- 3.4 In case of default, we shall be entitled to demand default interest in the applicable statutory amount. This shall be without prejudice to any further claims arising from the delay.
- 3.5 The Purchaser shall be entitled to exercise set-off or withholding rights only to the extent that his counterclaim is uncontested or has been finally adjudicated.
- 3.6 If we become aware of the risk of Purchaser's impossibility to perform after the conclusion of the contract, we shall be obliged to perform any outstanding deliveries only against prepayment or the provision of security. If such prepayment or security has not been rendered even after the expiration of a reasonable grace period, we may – notwithstanding any further rights – partially or totally rescind the individual contract or all of the contracts affected thereby.

4. Delivery, Passing of Risk

- 4.1 Any delivery dates or delivery times indicated by us are non-binding unless anything to the contrary has been expressly agreed. Delivery times commence upon receipt of the order confirmation but not before all details of the transaction have been agreed and the Purchaser has provided all documentation to be delivered by him.
- 4.2 Unforeseeable and unavoidable events outside our control such as force majeure, war and warlike events, official orders, riot, epidemics, pandemics, delays in transport, strike, lockout, and other production interruptions as well as any other interferences beyond our control release us from our obligation to deliver in time as long as such events last and insofar as they have a material influence on our capacity to deliver. This shall also apply if we are in delay prior to the occurrence of such events or if our suppliers or their suppliers are in delay. Current delivery times shall be extended by the length of such disturbance. If the disturbance lasts longer than three (3) months, each party shall be entitled to rescind the contract in whole or in part. We will notify the Purchaser of the occurrence of such events in an appropriate way.
- 4.3 With regard to goods which we do not produce ourselves, the correct and timely self-supply shall be reserved.
- 4.4 If deliveries are delayed, the Purchaser shall only be entitled to rescind the contract if we are responsible for the delay and after a reasonable grace period set by the Purchaser has expired.
- 4.5 The risk shall pass to the Purchaser upon delivery of the goods to the carrier. Should the delivery be delayed on grounds for which the Purchaser is responsible, the risk shall pass to the Purchaser on the date of the notification to the Purchaser of the readiness for shipment. If we receive no instructions to the contrary, we shall deliver by express delivery or UPS at the risk and expense of the Purchaser.
- 4.6 Partial deliveries shall be permitted for good reasons provided this is reasonable for the Purchaser.

5. Retention of Title

- 5.1 The delivered goods shall remain our property and we reserve legal title until any and all our claims arising from or under the business relationship with the Purchaser have been paid in full. In the case of current accounts, this retention of title shall be security for any balance of unpaid invoices to which we are entitled.
- 5.2 The Purchaser shall be entitled to process and sell the goods for which we have reserved legal title ("Collateral") in the course of ordinary business. He is not entitled to pledge the Collateral or make any dispositions endangering our title to such Collateral. The Purchaser hereby assigns his claim from the resale of the Collateral to us, and we hereby accept such assignment. We revocably authorize him to collect any accounts receivable regarding claims assigned to us in his own name but on our account. If the Purchaser sells the Collateral along with other goods, this assignment shall only apply to such part of the entire claim against the third party which corresponds to the purchase price agreed between the Purchaser and us for the Collateral plus 10% of such price. We may revoke such authorization and the right to resell the goods, if the Purchaser is in default of the performance of material obligations, such as payment of the purchase price.
- 5.3 Any combination, processing or transformation of the Collateral by the Purchaser shall always be performed on our behalf. If Collateral are combined with other goods, we shall acquire joint ownership of the new goods according to the ratio of the value of the Collateral to the other goods at the time of combination. The Purchaser shall store the goods of which we are (co-)owners free of charge. All goods in which we hold (co-) ownership rights are hereinafter also referred to as Collateral.
- 5.4 The Purchaser shall provide us at all times with all requested information concerning the Collateral or claims assigned to us hereunder. In case third parties try to seize the Collateral, the Purchaser shall notify the third party of our ownership, shall notify us immediately and shall provide all documentation to us. The costs of a defense against attachments and claims shall be borne by the Purchaser.
- 5.5 In case the Purchaser is in default regarding his obligations owed to us, we shall be entitled (without prejudice to any other rights) to rescind the sales contract and repossess the Collateral; if applicable, we may also request assignment of the Purchaser's repossession claims against third parties. In such a case, the Purchaser shall grant us or our agents immediate access to the Collateral and shall surrender the same to us.
- 5.6 The Purchaser shall cooperate with regard to any measures necessary or useful for the validity and enforcement of claims arising from our retention of title. In case we deliver to a country where the retention of title agreed herein does not have the same effect as a security as it does in the Federal Republic of Germany, the Purchaser shall do everything necessary to create equivalent security interests in our favor without undue delay.

6. Warranty, IP Due Diligence and IP Indemnity

- 6.1 All warranty rights shall require that the Purchaser inspects the goods upon delivery without undue delay and notifies us in writing of any defects without undue delay, but no later than 7 days after delivery; hidden defects shall be notified in writing without undue delay upon their discovery.
- 6.2 We shall have the right to inspect and test the goods to which objection was made. The Purchaser will grant us the required period of time and opportunity to exercise such right. We may also demand from the Purchaser that he returns the defective goods to us at his expense.
- 6.3 Upon passing of the risk the goods shall be of the quality agreed upon in writing. If the goods contain a defect subject to a warranty obligation, we shall be entitled to remedy the defect – at our own discretion and free of charge for the Purchaser – by repair or replacement. Should the repair of a defect or the replacement of the defective goods fail, should such repair or replacement be unreasonable for the Purchaser, or should we refuse remedying the defect, the Purchaser may, at his option, demand a reasonable reduction in price or rescind the contract and he may claim damages pursuant to section 7 or the reimbursement of his futile expenses.
- 6.4 The Purchaser shall give us the necessary reasonable period of time and opportunity for remedying the defect. The Purchaser shall only have the right to remedy the defect itself or have the defect remedied by a third party and demand compensation of its necessary expenses from us (i) in instances of emergency in which the safety of operations is endangered or (ii) in order to avert a disproportionately great damage or (iii) if we are in delay with remedying the defect. We shall reimburse the necessary costs for such measures only if we are notified immediately in writing of such measures and did not recommend other reasonable measures. Any parts replaced shall be returned to us upon request.
- 6.5 The Purchaser shall bear all costs that we incurred due to unjustified defect notifications (e.g. for material, transport, and labor) if the lack of justification was recognizable for the Purchaser.
- 6.6 We do not assume any warranty for damages resulting from incorrect assembly or faulty commissioning by the Purchaser, improper use, undue stress, normal wear and tear, inadequate maintenance in particular due to non-compliance with operational or maintenance instructions, use of improper equipment, or unusual operation conditions in particular chemical, electrochemical, or similar influences.
- 6.7 The limitation period for claims for defects shall be twelve months from the handover of the goods to the Purchaser. Section 445b BGB (German Civil Code) shall remain unaffected. The statutory limitation period shall remain applicable with respect to claims for damages incurred due to other reasons than defects of the goods, claims of the Purchaser with respect to defects concealed in bad faith, or defects caused intentionally by us.
- 6.8 We do not perform intellectual property due diligence on design or performance specifications provided or requested by the Purchaser or the ultimate customer, including, but not limited to, the ultimate customer's part design. The Purchaser shall be obliged to conduct such intellectual property due diligence prior to approving our drawings for manufacturing, and shall inform us immediately once he becomes aware, or has reasonable grounds to believe, that the design or performance specifications provided or requested by the Purchaser or the ultimate customer might infringe the intellectual property rights of a third party. The Purchaser shall release and indemnify us from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable legal fees, arising out of or in any way connected with his breach of the aforementioned obligation and/or the design or performance specifications provided or requested by the Purchaser or the ultimate customer, including, but not limited to, the customer's part design.

7. Limitation of Liability

- 7.1 Our statutory liability for damages shall be limited as follows:
- (i) In the event of a negligent breach of material contractual obligations, we shall only be liable up to the amount of damages typically foreseeable for contracts of this kind. We shall not be liable for the breach of non-material contractual obligations.
- (ii) The aforementioned limitation of liability shall not apply to liability for willful misconduct or gross negligence, liability under the German Product Liability Act, liability for culpably caused personal injuries and in case of any other mandatory statutory liability. Furthermore, the aforementioned limitation of liability shall not apply if and to the extent we have assumed a guarantee.
- 7.2 The Purchaser shall take all reasonable measures necessary to avert and reduce damages.

8. Product Liability

If the Purchaser resells the goods, whether unchanged or changed, whether after processing, transformation, combination, blending or mixing with other goods, the Purchaser shall indemnify us in our internal relationship against any product liability claims of third parties if and to the extent the Purchaser is responsible for the defect leading to the liability towards third parties.

9. Compliance with export regulations

The supply of goods and services shall be under the proviso that fulfilment will not be prohibited by any applicable national or international regulations, particularly export control regulations and embargoes, or any other governmental restrictions that may apply. The parties shall be obliged to provide each other with all information and documentation to the extent needed for the export, shipment, and/or import of the goods by the other party. Delays caused by governmental export or import/customs checks or governmental licensing procedures shall extend any agreed lead times or deadlines accordingly.

10. Data Protection

The parties shall observe the applicable data protection legislation, including EU General Data Protection Regulation 2016/679 (GDPR), as well as any applicable national implementing, executing or supplementing provisions, and to ensure compliance with such legislation by its personnel, agents and representatives and subcontractors. In its capacity as data controller, each party may process the personal data (name, contact details, etc.) of the other party, and its agents, representatives, personnel and subcontractors, to the extent required for customer/supplier management, accounting/financing, and compliance with laws and regulations. Such data may be communicated by the data controller to its subcontractors, affiliates and/or governmental authorities to the extent required for the aforementioned purposes. If any personal data will be transferred to countries outside the EEA, the data controller shall ensure that all legal requirements for such transfer are met. The data controller shall grant a right of access to the data subjects concerned to the personal data relating to them and, where appropriate, a right to demand correction or deletion of any erroneous data.

11. Prevailing Language

The German language version of these Terms of Business shall be controlling. The English translation shall not be binding to the extent it deviates from the original German text.

12. General Provisions

- 12.1 Should a provision of these Terms of Business be fully or partially invalid, the validity of the remaining provisions shall remain unaffected hereby.
- 12.2 The Purchaser shall not be entitled to assign any rights from the contract. Section 354a HGB (German Commercial Code) shall remain unaffected.
- 12.3 Place of performance and exclusive jurisdiction shall be Baden-Baden, Germany. However, we shall be entitled to sue the Purchaser at any other court having statutory jurisdiction.
- 12.4 The contract shall be governed by the laws of the Federal Republic of Germany but excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).