

General Terms and Conditions of Purchase for Use with Businesses

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§ 1 Scope

(1) All orders placed by Woll Maschinenbau GmbH (hereinafter: Woll) shall be based exclusively on these General Terms and Conditions. These form part of all contracts concluded by Woll with its suppliers or other contractors (hereinafter also referred to as the „Seller“). They shall also apply to all future orders placed with the Seller, even if they are not separately agreed again.

(2) Terms and conditions of the Seller or third parties shall not apply, even if Woll does not expressly contradict them in the individual case. Even if Woll refers to a letter that contains the Customer's or a third party's terms and conditions or draws attention to them, this shall not constitute any agreement to the validity of these terms and conditions.

§ 2 Orders and commissions

(1) The legal relationship between Woll and the Supplier shall be governed solely by the written Contract they have entered into, including these General Terms and Conditions. Changes or additions to the Contract must be made in writing by the management or its specially authorised agents. Verbal agreements or statements by others shall only be effective if they are confirmed in writing by the management. To comply with the written form, transmission by fax shall be sufficient ; other telecommunication transmissions, in particular via email, shall not be sufficient.

(2) Insofar as Woll's offers do not expressly include a commitment period, Woll shall commit itself to the offer for one week from the date of the offer. The date on which Woll receives the declaration of acceptance determines whether the acceptance was issued in good time.

(3) Woll shall be entitled to change the time and place of delivery as well as the type of packaging at any time by giving notification in writing with a notice period of at least 8 working days prior to the agreed delivery date.

For changes to product specifications made by Woll in writing, the Supplier shall notify Woll in writing of the additional costs or delivery delays to be expected after careful assessment but in any event within three working days of receipt of the notification sent by Woll. After the expiry of this period, the assertion of claims due to delays in delivery and/or additional costs shall be excluded.

(4) Woll shall be entitled to terminate the Contract at any time by submitting a written declaration stating the reason, in the event that Woll can no longer use the ordered products in its business operations due to circumstances that have occurred after the Contract's conclusion. In this case, Woll shall compensate the Supplier for any partial services provided.

§ 3 Prices, payment terms, invoice information

(1) The price shown in the purchase order shall be binding.

(2) Unless otherwise agreed in writing, the price includes delivery and transport to the shipping address specified in the Contract.

(3) If the contractually agreed price does not include the packaging costs, and if the cost for the packaging – not limited to packaging made available solely on a loan basis – has not been expressly determined, it must be invoiced at a verifiable cost price. At Woll's request, the supplier must take back the packaging at its own expense.

(4) Unless otherwise agreed, we shall pay the purchase price within 14 days after delivery of the goods and receipt of the invoice at a 3% discount or net within 30 days. The date on which Woll's bank receives the transfer order shall be considered sufficient for the payment due from Woll to be considered on time.

(5) All order confirmations, delivery documents and invoices addressed to Woll must include the order number, item number, delivery quantity and delivery address. If one or more of these details are missing and thus cause delays in the processing of these documents by Woll in the normal course of business, the payment periods referred to in paragraph 4 shall be extended by the period of the delay.

§ 4 Delivery time and delivery, transfer of risk

(1) The delivery time (delivery date or period) specified in the purchase order shall be binding. The Supplier shall be fully responsible for procuring the deliveries and the supplies and services required for this purpose, even if the supplier is not at fault (assumption of the procurement risk).

(2) Early deliveries shall not be accepted.

(3) The Supplier shall be obligated to give Woll prompt written notice, if circumstances arise or become evident that may prevent the delivery time from being met.

(4) If the day, on which the delivery is to be made at the latest, can be determined based on the Contract, the Supplier shall be deemed in default at midnight on this day, without the need for a reminder by Woll.

(5) In the event of a delay in the delivery, Woll shall be entitled to unrestricted legal claims, including the right of withdrawal and the right to compensation in lieu of performance after the expiry of a reasonable period of grace.

(6) Woll shall be entitled to demand a penalty of 0.5%, at most 5%, of the particular contract's value for each commenced week of the delay in delivery after sending a prior written warning to the Supplier. The contractual penalty must be offset against any further damages for default payable by the Supplier.

(7) The Supplier shall not be entitled to make partial deliveries without prior written consent from Woll.

(8) Even if shipping has been agreed, the risk shall only pass to Woll when the entirety of the goods has been handed over at the agreed destination.

§ 5 Ownership protection

(1) Woll shall reserve the right of ownership or copyright to any orders, commissions placed by Woll as well as drawings, illustrations, calculations, descriptions and other documents it provides to the Supplier. Without Woll's express agreement, the Supplier must not make them accessible to third parties, publicise them, use or reproduce them or allow third parties to do so. The Supplier shall return this documentation in full on Woll's request if it is no longer required in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Any copies hereof perhaps made by the Supplier must be destroyed in this case unless their retention is required by statute or copies are kept for security purposes within the scope of usual data backups.

(2) Tools, devices and models which Woll makes available to the Supplier or which are manufactured for contractual purposes and charged to Woll separately by the Supplier shall remain or become Woll's property. They shall be identified by the Supplier as Woll's property, carefully maintained, safeguarded against damage of any kind and used only for the purposes of the Contract. The costs for the maintenance and repair of these items shall be borne equally by the contracting parties, unless otherwise agreed. However, as far as these costs can be attributed to defects of such items manufactured by the Supplier or to improper use by the Supplier, its employees or other vicarious agents, they must be borne solely by the Supplier. The Supplier shall notify Woll without delay of any damage to the items which is not insignificant. Upon request, the Supplier shall return them to Woll in proper condition, if the Supplier no longer requires them to fulfil its contractual obligations towards Woll.

(3) The Supplier's reservation of ownership shall only apply if it relates to Woll's obligation to pay for the respective goods to which the Supplier reserves ownership. Notably, extended or prolonged reservations of ownership are not permitted.

§ 6 Warranty claims

(1) In the case of defects, Woll shall be entitled to unrestricted legal claims. However, deviating from this, the warranty period shall be 36 months.

(2) If the Supplier is not only an intermediary, it shall also be responsible for defects in its delivery if it is not at fault itself.

(3) Woll shall have the right to withdraw from the Contract and to make claims for compensation instead of the (whole) performance even if there is only a minor deviation from the agreed quality or minor impairment of usability.

(4) Deviations in quality and quantity shall in any event have been reprimanded in good time, if Woll informs the Supplier within three working days of Woll's receipt of the goods. Latent defects shall in any event have been reprimanded in good time, if the Supplier is notified within three working days of their discovery.

(5) Woll shall not waive its warranty claims by accepting or approving the submitted samples or specimens.

(6) The receipt of a written notice of defects from Woll by the Supplier shall stay the limitation period for warranty claims. In the event of a replacement delivery or elimination of defects, the warranty period shall recommence for replaced or repaired parts, unless Woll is forced to assume based on the Supplier's conduct that the latter did not feel obligated to undertake said measure but instead provided

the replacement delivery or eliminated the defect only as a gesture of goodwill or for similar reasons.

§ 7 Release from liability for advertising claims

The Supplier shall release Woll from all claims that a customer of Woll makes based on advertising claims made by the Supplier, manufacturer within the meaning of Section 4, para. 1 or 2 ProdHaftG [German product liability law] or the agents of one of the aforementioned and which would not exist without the advertising message or not to this extent. This rule shall apply regardless of whether the advertising statement was made before or after the conclusion of this agreement.

§ 8 Product liability

(1) The Supplier shall be responsible for all claims asserted by third parties for personal injury or property damage attributable to a defective product it has delivered and shall be obliged to indemnify Woll and hold it harmless against any resulting liability. If Woll is obligated to issue a recall to third parties due to a defect in a product delivered by the Supplier, the Supplier shall bear all costs associated with said recall.

(2) The Supplier shall be obligated to maintain product liability insurance at its own expense, with a coverage level at least equal to the Contract's value. Upon request, the Supplier shall send Woll a copy of the liability policy at any time.

§ 9 Property rights

(1) The Supplier shall be responsible for ensuring that products delivered by it do not infringe any property rights of third parties in countries of the European Union, North America or other countries in which it manufactures the products or has them manufactured..

(2) The Supplier shall be obligated to indemnify Woll from all claims that third parties assert against Woll owing to the infringement of industrial property rights as described in para. 1 and to reimburse Woll for all necessary expenditures incurred in connection with such an assertion of claims. This claim shall exist irrespective of any fault on the Supplier's part.

§ 10 Replacement parts

(1) The Supplier shall maintain stocks of the spare parts that relate to the products it has supplied to Woll for a period of at least 10 years from the delivery date.

(2) If the Supplier intends to discontinue the production of spare parts for the products it has delivered to Woll, it must notify Woll of this immediately following the decision to terminate said production. This decision must – subject to paragraph 1 – be made at least twelve months prior to the termination of production.

§ 11 Confidentiality

(1) The Supplier shall be obligated to keep the terms of the order and all information and documents made available to it for this purpose (with the exception of information which is accessible by the

public) confidential for a period of five years after the conclusion of the Contract and to use them solely to execute the order. After the completion of the enquiries or the processing of the orders, the Supplier shall return them immediately on Woll's request.

The Supplier must not make reference to the business relationship in its advertising materials, brochures, etc. nor display delivery items manufactured for Woll without Woll's prior written consent.

(3) The Supplier shall also impose the obligations set out in Section 11 on its sub-suppliers.

§ 12 Customer protection

If the Supplier has come into business contact with a customer for the first time through Woll, then the Supplier shall grant Woll customer protection for this customer. The Supplier shall, even after completion of this first contact or initial order from this Customer, not get into direct business contact for the purpose of bypassing Woll for a period of two years.

§ 13 Assignment

The Supplier shall not be entitled to assign its claims from the contractual relationship to third parties. The above shall not apply in the case of monetary claims.

§ 14 Place of performance, place of jurisdiction, applicable law

(1) The place of performance for both parties and the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be Saarbrücken.

(2) Contracts concluded between Woll and the Supplier shall be subject to the laws of the Federal Republic of Germany under exclusion of the Referral Rules of International Private Law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.

Hinweis:

The Customer shall take note of the fact that Woll GmbH stores data arising from the contractual relationship in accordance with Section 28 of the German Federal Data Protection Act for the purposes of data processing and reserves the right to transfer such data to third parties, insofar as it is necessary for the fulfilment of the Contract.