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General Terms and Conditions Mematec Products GmbH

1. Validity of the conditions

- (1) Unless otherwise agreed in writing, the following General Terms and Conditions of Delivery shall apply to all deliveries and services provided by us. We shall not be bound by any deviating terms and conditions of the purchaser. The acceptance of deliveries or services shall - irrespective of any earlier objections - be deemed to be an acknowledgement of our terms and conditions.
- (2) The following terms and conditions as amended from time to time shall apply to our future deliveries and services even if we have not sent them to the customer again or referred to them.
- (3) The following provisions of Clauses 6(4), 10(1), 13(2) and 15 do not apply if the Customer is neither a merchant nor a legal entity under public law or a special fund under public law.
- (4) The commissioning of the goods and products supplied by Mematec Products GmbH (hereinafter referred to as "Mematec") is and products supplied by Mematec Products GmbH (hereinafter referred to as "Mematec") is only permitted after studying the instructions for use enclosed with the respective goods or products and these General Terms and Conditions.
- (5) General terms and conditions or other terms and conditions of purchase of the customer, which are stated for example on order forms or other correspondence, do not become part of the contract with Mematec, unless Mematec has agreed to them in writing in advance.

2 Offers, orders

- (1) Our offers are non-binding.
- (2) Orders are only binding for us if we have confirmed them in writing.

3. Prices

- (1) Unless otherwise agreed in writing, prices shall be ex warehouse Freiberg, carriage forward. The statutory value added tax shall be charged separately.
- (2) We shall be entitled to increase prices appropriately if our deliveries and services are not to be provided within four months after conclusion of the contract and if our cost prices for raw materials and supplies or our costs for wages and salaries or the other costs to be borne by us have increased after conclusion of the contract.
- (3) Not included in the price are fees, charges, customs duties, transport, travel costs and/or expenses, insurance, delivery and shipping costs. These will be invoiced separately to the customer by Mematec.

4. Terms of payment

- (1) Payments must be made within the period stated on the invoice.
- (2) We are entitled to charge interest on arrears in the amount of 5% (five percent) above the respective discount rate of the Deutsche Bundesbank, but at least in the amount of 8% (eight percent).
- (3) The Customer shall make its payments to the bank accounts specified by us. The persons employed by us shall only be entitled to accept payments, also in the form of bills of exchange or checks, if they are authorized to do so in writing.
- (4) We reserve the right to accept bills of exchange and checks. Bills of exchange and cheques shall only be accepted on account of payment. The costs of discounting and collection shall be borne by the customer. We shall not be liable for the timeliness of the protest.
- (5) If doubts arise as to the solvency or willingness to pay of the customer due to a subsequent deterioration in his financial circumstances, we shall be entitled to demand immediate payment of our outstanding claims in cash or, if the customer does not comply with this demand within a reasonable period of time set for him in writing, to withdraw from the contract.

5. Consultation, documents

- (1) The information and advice provided to the purchaser on the conclusion and execution of the contract shall be provided to the best of our knowledge and belief and without any special remuneration.
- (2) The documents made available to the customer shall remain our property and shall be treated as strictly confidential. They may not be reproduced or published or otherwise made available to third parties without our written consent and may not be used for any purpose other than the agreed purpose. Upon our request, the documents shall be returned to us without delay.
- (3) The content of the documents made available to the customer shall not be binding on us unless we have acknowledged the content of the documents as binding in writing.

6. Deadlines

- (1) The periods agreed for our deliveries and services shall commence upon conclusion of the contract.
- (2) The deadlines shall be deemed to have been met if the goods have left our works or warehouse before expiry of the deadlines. If the dispatch of the goods is delayed for reasons for which the customer is responsible, the deadlines shall be deemed to have been met if we were ready to dispatch the goods before expiry of the deadlines.

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(3) Compliance with the deadlines shall be conditional upon proper and timely fulfillment of the obligations incumbent upon the Purchaser - in particular the submission of the plans and other documents to be prepared by him, the granting of the public and private permits to be procured by him and compliance with the agreed terms of payment. If the aforementioned obligations are not fulfilled by the Purchaser in a timely and proper manner, a reasonable extension of the deadlines shall be deemed to have been agreed.

(4) If we culpably fail to meet the deadlines for our deliveries and services, the Purchaser shall be entitled to withdraw from the contract if it has granted us a reasonable grace period in writing and this grace period has expired fruitlessly.

7 Shipment, Packaging

(1) We shall arrange for the shipment of the goods at our best discretion. This shall apply in particular to the selection of the forwarding agent, the carrier or the person otherwise designated to carry out the shipment and the selection of the mode of shipment.

(2) The Purchaser's shipping instructions shall only be binding on us if we have confirmed them in writing. We shall take out transport insurance only upon written request and only at the expense of the Purchaser.

(3) Partial deliveries are permissible.

(4) We shall bear the costs for the customary packaging of the product. The costs for packaging other than usual or additional packaging shall be borne by the Purchaser.

(5) Notification of defects or other objections to the correctness of the delivery must be made in writing immediately, but no later than 10 days after receipt of the delivery.

8. Transfer of risk

The risk shall pass to the Purchaser as soon as the goods have left our works or warehouse. If the goods are ready for shipment and the shipment is delayed for reasons for which we are not responsible, the risk shall pass to the customer as soon as we have notified the customer in writing or verbally of our readiness to ship.

9. Taking back

In principle, we are not obliged to take back the delivered goods. Returns which do not represent an obligation for us can only be accepted after prior written consent. Prerequisite is that the goods are brand new and in original packaging. The return is fully at the expense and risk of the purchaser. We will issue an appropriate credit note for goods taken back by us.

10 Retention of title

(1) We reserve title to the goods delivered by us as well as to the products resulting from their treatment or processing (reserved goods) until all claims to which we are entitled now or in the future from the business relationship with the customer have been satisfied. Our retention of title to the delivered goods shall remain in force even after acceptance of a payment by check or bill of exchange. We accept these means of payment only on account of performance. The retention of title shall expire only upon final crediting of the invoice amount to one of our accounts or upon final payment.

(2) Any processing or treatment of the goods subject to retention of title shall be carried out by the Purchaser on our behalf. If the customer processes goods subject to retention of title with other goods, we shall be entitled to co-ownership of the new products in the ratio of the value of the goods subject to retention of title to the other goods.

(3) The customer shall keep the reserved goods for us with the due care of a prudent businessman.

(4) The Customer may resell the reserved goods only in the ordinary course of business and only subject to retention of title.

(5) The Purchaser hereby assigns to us all claims accruing to it in the future from the resale or from any other legal transaction relating to the Retained Goods as security for all claims to which we are entitled now or in the future from the business relationship with the Purchaser. If the reserved goods are resold by the purchaser together with other goods, the purchaser shall assign to us the purchase price claim in the amount of the value of the reserved goods. As long as the purchaser fulfills his contractual obligations, the assignment of the aforementioned claims shall be treated as a silent assignment. The Purchaser shall be authorized to collect the aforementioned claims.

(6) The Purchaser shall not be entitled to pledge or otherwise dispose of the Retained Goods in a way that would impair or endanger our rights to the same.

(7) The Purchaser shall immediately notify us of any seizure by third parties of the goods subject to retention of title or the claims assigned to us by way of security, handing over the documents required for a third-party action. The costs of a third-party action shall be borne by the customer.

(8) If the value of our security exceeds the value of our claims by more than 20% (twenty percent), the Purchaser shall be entitled to demand a partial release of the security.

(9) If the retention of title is not effective under the law of the country in whose territory the goods are located, the security corresponding to the retention of title shall be deemed agreed. If the cooperation of the purchaser is required to establish this security, the purchaser shall immediately carry out all measures requested by us in this respect at its own expense.

(10) If the customer is neither a merchant nor a legal entity under public law or a special fund under public law, the retention of title (paragraph 1) and the assignment in advance (paragraph 5) shall only serve to secure the claims to which we are currently entitled from the business relationship with the customer.

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11 Warranty

(1) Unless otherwise agreed in writing, the warranty for the deliveries and services provided by us shall be determined in accordance with the statutory provisions. Properties shall only be deemed warranted if this has been specifically agreed in writing.

(2) The Purchaser shall be obliged to notify us of any obvious defects in writing or by telex without delay, at the latest within three days of receipt of the delivery or service. Defects which are only discovered later shall be notified in writing or by telex without delay, at the latest within three days of their discovery. There shall be no period for notification of non-obvious defects if the Purchaser is neither a merchant nor a legal entity under public law or a special fund under public law. Deviations from contractually agreed specifications which remain within the limits provided for in the relevant technical standards shall not be deemed defects.

(3) The warranty period shall be 2 years. For consumable parts, such as batteries, the warranty period shall be 6 months.

(4) In the event of defects, we shall be obliged, at our discretion, to remedy the defect or to make a replacement delivery/service. The customer shall be entitled to demand a reduction of the agreed price or to withdraw from the contract in the event of failure of the rectification or replacement delivery/service. Any further claims of the Purchaser - in particular for compensation for direct or indirect damage incurred by it - shall be excluded.

(5) The Purchaser shall not be entitled to assert warranty claims if it has not complied with our regulations or recommendations (e.g. the operating instructions). The same shall apply if the defects in our deliveries or services are attributable to the instructions, recommendations or other information provided to us by the Purchaser.

12 Liability

(1) The Purchaser shall not be entitled to assert any claims, irrespective of their legal basis, for damages due to a breach of contractual, pre-contractual or statutory obligations against us or our vicarious agents, unless the breach of such obligations is due to intent or gross negligence. In the event of a delay or impossibility of our performance for which we are responsible, further liability shall not be excluded if the customer is neither a merchant nor a legal entity under public law or a special fund under public law. In these cases, however, our liability shall be limited to an amount corresponding to a maximum of 50% (fifty percent) of the purchase price.

(2) Insofar as our liability for a breach of contractual, pre-contractual or statutory obligations is based on gross negligence, we shall only be liable for the damage foreseeable at the time of conclusion of the contract up to the amount of the price to be paid by the customer.

13 Force majeure

(1) If one of the parties is unable to properly fulfill its contractual obligations due to events of force majeure, the other party shall not be entitled to derive any rights from this, irrespective of the legal grounds.

(2) If the deadlines for deliveries and services cannot be met due to events of force majeure, these deadlines shall be extended accordingly.

(3) Events of force majeure shall be deemed to include, in particular, war, civil unrest, acts of terrorism, confiscation or other measures of public authority, strikes, lockouts and other labor disputes, general shortages of raw materials, auxiliary materials and operating materials, machine damage, machine breakdown and other operational disruptions, natural events or other circumstances for which the respective party is not responsible and which can only be eliminated at unreasonable expense.

14. place of jurisdiction

The place of jurisdiction for both parties is Stuttgart. We reserve the right to sue the customer at another legal place of jurisdiction.

15 Applicable Law

The legal relations of the parties shall be governed by the law of the Federal Republic of Germany. The application of the Uniform Law on the International Sale of Goods and the Law on the Formation of Contracts for the International Sale of Goods is excluded.

16 Data protection

Mematec may collect, process and use the customer's inventory data, billing data and usage data - to the extent necessary for the purposes of fulfilling the contract - even without the customer's express consent. For other purposes (e.g. consulting, advertising, market research) Mematec may process or use the inventory data, as well as pass it on to third parties, provided that the customer has consented or permission results from the law. Customers have the right to request information free of charge at any time regarding the personal data stored about them. The information shall also be provided electronically at the customer's request. Furthermore, the customer has the right to correct, block and delete his data within the framework of the legal regulations. However, Mematec guarantees by means of suitable technical and organizational measures that unauthorized third parties have neither insight nor further access to the internal data files.

17 Miscellaneous

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(1) The above terms and conditions and the additional written agreements made upon conclusion of the contract are complete and supersede all previous oral or written agreements.

(2) Should any provision of the above terms and conditions or of the additional written agreements made upon conclusion of the contract be or become invalid or unenforceable, this shall not affect the validity of the remaining contractual agreements. The parties are obliged to replace an invalid or unenforceable provision with a valid or enforceable provision that comes as close as possible to the economic result of the invalid or unenforceable provision.

(3) Amendments and supplements to the above terms and conditions and to any additional written agreements made upon conclusion of the contract must be made in writing. The same shall apply to deviations from the requirement of the written form.