

TERMS AND CONDITIONS OF BUSINESS

1. Provision of the Service

1.1. The Service Provider will be submitting a Price Offer (Proposal) specifying the Service and the Contract Charges to the Client upon request. The Proposal is valid for two (1) months from date of issue.

1.2. The Service includes the Service Provider's activity and the Service Provider' material (including designs, written or electronic documents, prototype, model, drawing, photograph, film, disc, tape or other device embodying visual images or other data provided by the Service Provider and related to the Service) as defined in the Proposal.

1.3. The Client shall supply the Service Provider with all necessary Client material or documents in time to enable the Service Provider to provide the Service. Service Provider shall have no liability for any loss or damage to them.

2. Charges

2.1. Overall Service Provision Contract price will be affected in EUR / EURO and laid down as follows:

Terms of payment for customers of Mematec Products / Solutions

1) Tools / assembly modules

- 50 % down payment with order
- 40 % partial payment after successful FOT (first out of tool)
- 10 % balance payment after FAT and before dispatch of the commodity

2) Services / parts deliveries

- 50 % down payment with order
- 40 % Partial payment after
 - Completion of documents
 - completed manufacturing process
- 10 % final payment after successful FAT / QAP (quality control of the parts) / inspection and before dispatch of the goods
- payable by bank transfer, no later than 14 days after placing the order on the account of the service provider
- Remark: order is started after the money did receive on the bank account!

Retention of title

We deliver only on the basis of the retention of title described in more detail below. This also applies to all future deliveries, even if we do not always expressly refer to this.

We reserve title to the delivered item until full payment of all claims arising from the delivery contract. We are entitled to take back the object of sale if the buyer behaves contrary to the terms of the contract.

2.2. All money transfers should be made to the Service Providers' account with:

BW Bank

Bankleitzahl Blz: 60050101"

Account no.: 2190437

IBAN DE 60050101000219037

SWIFT code SOLADEST600

2.3. Bank charges and costs of money transfer in the country of the Service Provider will be covered by the Service Provider, all other bank charges and costs will be covered by the Client.

2.4. Any delay in receipt of payments may result in delivery delays and in application of bank interest rate in amount of 0.05 % of contract price per day.

2.5. VAT would come in addition if the customer cannot supply the international VAT number.

2.6. Where the Proposal includes cost estimates, Service Provider will review the requirements and confirm the cost before starting the next phase.

3. Rights in Client Material and Service Provider Material

3.1. The intellectual property and other ownership rights in any Service Provider material developed for the purpose of the Service shall remain the Service Provider's property.

3.2. Any Client material which is designated by the Client and any Service Provider's material shall be kept confidential by the Service Provider. All Service Provider material shall be kept confidential by the Client. The foregoing shall not apply to any material which is within public knowledge at the time when it is provided by either party and shall cease to apply if at any future time it becomes within public knowledge through no fault of the other party.

3.3. The Client warrants that any Client material and its use by the Service Provider in the Service will not infringe the rights of any third party and the Client shall indemnify Service Provider against any loss damages costs expenses or other claims arising from any such infringement.

4. Warranties and Liability

4.1. Wherever the Service Provider supplies or specifies in connection with the Service any third party goods materials or processes, the Service Provider does not give any warranty guarantee or other terms as to their quality fitness for purpose or otherwise.

4.2. Neither Party is liable to the other Party in connection with the Service Provision Contract for any indirect, special or consequential loss or damage, including loss of profit, loss of reputation, loss of business, stoppage time or loss or depletion of goodwill or costs in connection with recalls.

4.3. The Service Provider shall have no liability to the Client for any loss damage costs expenses or other claims for compensation arising from any Client material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late or non-arrival, or any other act or omission of the Client.

4.4. The Service Provider does not warrant that any product resulting from the Service meets with any standard or specification other than those expressly set out in the Proposal.

4.5. Service Provider's total aggregate liability in connection with the Service Provision Contract shall not exceed 40% of the charges paid.

5. Force Majeure

5.1. Time limits specified in the Proposal are estimates only. Should any Force Majeure circumstances arise (strike, fire, flood, earthquake, epidemics and other natural calamities as well as economic sanctions) then the delivery date stipulated in the contract shall be correspondingly extended for the period of time of action of these circumstances.

Applicable terms of payment according to Mematec terms of business, point 2.