

General Terms and Conditions of Sale

**of
KRAMSKI GmbH
Heilbronner Straße 10
75179 Pforzheim**

1. Scope

- 1.1. Our General Terms and Conditions of Sale shall apply exclusively. Insofar as there are any gaps in these terms and conditions, the provisions of law shall apply. We do not recognize any conflicting or supplementary conditions of the contracting party unless we have expressly agreed, in whole or in part, with them in writing. Our General Terms and Conditions of Sale shall apply also when we provide our deliveries unconditionally in knowledge of conflicting or supplementary conditions of the contracting party.
- 1.2. Our General Terms and Conditions of Sale shall apply only for entrepreneurs, legal entities under public law or special funds under public law within the meaning of Sec. 310 (1) of the German Civil Code (BGB).
- 1.3. Our General Terms and Conditions of Sale shall also apply to any future business with the contracting party.

2. Conclusion of contract, subject matter of the contract

- 2.1 Our offers shall be non-binding.
- 2.2 The scope and content, especially characteristic features, of the contractual products due shall be derived exclusively from our written contractual documents. Other descriptions of the contractual products, public statements, claims or advertisement shall not constitute contractually due characteristics of the products.
- 2.3 We reserve the right to make the following modifications to the contractual products even after conclusion of a contract, provided that these are acceptable for the contracting party:
 - > Modifications of the products in the course of continuous product development and improvement
 - > Minor and insignificant deviations in colour, shape, design, size or quantity;
 - > Variations that are customary in the trade.
- 2.4 Liability for damages in accordance with Sec. 122 of the German Civil Code shall require fault on our part.

3. Prices, terms of payment

- 3.1 Unless otherwise agreed, our prices shall be "ex works" (Incoterms 2020) and shall be exclusive of postage, shipping charges and freight. Any unauthorized return costs shall be borne by the contracting party. Value-added tax in the legally prescribed amount shall be added to the invoice.
- 3.2 If a target price is indicated in our order confirmation because the technical effort to be incurred by us has not been determined at that time, we shall be entitled to set the binding final price based on actual expense incurred that deviates from the target price by up to 20%.
- 3.3 Should cost increases occur between the conclusion of the contract and the performance of the order that are not foreseeable for us, e.g. due to increases in the cost of labour and materials, we shall be entitled to adjust the prices taking into consideration the altered circumstances and without calculating any additional profit.

A price adjustment corresponding to a greater expenditure shall also be possible if the higher expense arises due to requests for changes expressed by the contracting party after conclusion of the contract.

- 3.4 Payments are to be made within 10 days of the invoice date exempt from charges for us. Invoices will be issued as soon as the delivery leaves our company.
- 3.5 If a payment is not effected within 30 days after the respective invoice date, the contracting party shall be in default without further statement by us. In other respects, the statutory regulations regarding the consequences of default of payment shall apply.
- 3.6 In case of deferred payment we shall be entitled to charge interest in accordance with the statutory default interest rate for the period of deferment.
- 3.7 We shall be entitled to a price adjustment if general inflation occurs that amounts to at least 6% or more. In addition, we shall be entitled to a price adjustment if suppliers of material increase prices by at least 5% or more.
- 3.8 The contracting party may only offset counterclaims that are undisputed, accepted or recognized by declaratory judgement. The contracting party shall be authorized to exercise a right of retention only to the extent that the counterclaim arises from the same contractual relationship.

4. Delivery time, obstacles to delivery for which we are not responsible, delayed delivery

- 4.1 The stated delivery times shall only be considered as fixed dates if they were expressly agreed as such. The contracting party shall accept longer delivery times if the ordered goods are not in stock and we must accept longer delivery times from our suppliers.
- 4.2 The adherence to delivery obligations, especially delivery dates, shall require the timely and proper fulfilment of any duties of cooperation on the part of the contracting party.
The defence of an unfulfilled contract shall remain reserved. In the event of call orders the delivery time must be determined mutually with regard to the individual call-off orders, taking into consideration the sourcing of raw materials.
- 4.3 The delivery time shall commence with the order confirmation, though not before the contracting party has provided the required documents and information on technical details, permits, approvals and potential agreed down payments. The decisive factor in determining adherence to the delivery period shall be the point in time the delivery leaves our company.

4.4 Delays in delivery not attributable to us

- 4.4.1 Any delay in delivery based on the following delivery obstacles shall not be attributable to us unless in an exceptional case a procurement risk or a guarantee was accepted specifically with regards to the compliance with the period or the date; the same shall apply if these obstacles occur with our suppliers or their sub-suppliers: Circumstances of Force Majeure as well as delivery obstacles
 - > that do not occur, or that through no fault of our own do not become known to us, until after conclusion of the contract and
 - > that we can prove that we could not have foreseen and prevented even by due diligence and for which we are insofar unaffected by any fault of assumption, precaution or prevention.

Under the aforesaid conditions – occurrence or discovery only after conclusion of the contract through no fault of our own, unpredictability and inevitability proven by us – such circumstances shall include but not be limited to legitimate forms of industrial action (strike and lockouts); disruptions of operations; shortage of raw materials; capacity bottlenecks; shortage or failure of operating and auxiliary materials.

- 4.4.2 Claims for damages by the contracting party shall be excluded in case of delayed delivery according to item 4.4.1 above.
- 4.4.3 In the event of a final delivery obstacle as defined by item 4.4.1 above, either party shall be entitled to immediate termination of the contract by withdrawal according to the provisions laid down by law.
- 4.4.4 In case of a temporary delivery obstacle as defined by item 4.4.1 above, we shall be entitled to postpone deliveries for the duration of the obstruction and for a reasonable time afterwards. If we prove to the contracting party an unacceptable difficulty in delivering the goods, we shall be entitled to withdraw from the contract. The contracting party shall be entitled to a right of withdrawal only under the conditions of item 4.6 below.

4.5 Delays in delivery attributable to us

We shall be liable for delays in delivery attributable to us according to the provisions laid down by law, subject to the provisions stipulated in item 9 below.

4.6 Right of withdrawal of the contracting party in case of delay in delivery

If the delay is not attributable to us the contracting party shall be entitled to a right of withdrawal only if the contracting party

- > has, in the contract, bound its continued interest in performance to the timeliness of the performance (fixed-date transaction) or
- > proves that its interest in performance is no longer given due to the delay in delivery or that maintaining the contractual relationship is unacceptable for the contracting party.

In other respects, Section 323, subsections 4 – 6, of the German Civil Code shall apply. The legal consequences of a withdrawal from the contract shall be determined according to the provisions laid down by law (Section 326 in conjunction with Section 346 et seq. of the German Civil Code); the contracting party shall be entitled to claim back obligations not owed by it.

- 4.7 We shall be entitled to make partial deliveries in a scope that is reasonable for the contracting party.
- 4.8 A withdrawal by the contracting party in case of the aforesaid delays in delivery shall only be permissible if the contracting party has granted us a reasonable grace period while also submitting its threat of rejection with a reasonable time-limit.
- 4.9 In case of a delay in delivery we shall be liable in case of intent or gross negligence for the damage incurred by the contracting party as a consequence of the delay. In case of slight negligence our liability for damage caused by the delay shall be limited to compensation of 0.5% per full week of delay but limited to a maximum of 5% of the price for that portion of the delivery that could not be properly utilized as a result of the delay. Any additional claims for damages shall be excluded.

5. Delivery, passing of risk, culpable breach of duties to cooperate, call orders

- 5.1 As a matter of principle we shall not accept any returned packaging. The contracting party is under the obligation to ensure disposal of the packaging at its expense. Excluded from this shall be recyclable packaging, such as plastic reels. Also excluded from this shall be special shipping crates for tools. These are our property and must be returned free of charge by the contracting party. If the contracting party fails to return these special shipping crates despite our request, the contracting party shall be obligated to reimburse the resulting costs.
- 5.2 The risk of accidental loss or accidental deterioration shall pass to the contracting party as soon as the delivery is handed over to the person or company charged with carrying out the delivery, at the latest, however, when the goods leave our company.
- 5.3. If the contracting party culpably infringes on its duties of cooperation, especially to accept our deliveries, we shall be entitled to demand compensation for the damage

incurred by us, including any additional expenses, if applicable. We reserve the right to assert any further claims.

- 5.4 Unless otherwise agreed, a call-off order by the contracting party must be made at the latest within six months from the date of the order confirmation. After expiry of an additional grace period of four weeks set by us, we shall be entitled to deliver and invoice the goods or to withdraw from the contract and claim damages.

6. Retention of title

- 6.1 We shall retain title to the delivery ("goods under retention") until all payments due from the contractual relationship with the contracting party have been received. The retention of title shall also apply to the acknowledged balance insofar as we book receivables from the contracting party into current accounts (current account reservation). In the event of behaviour of the contracting party contrary to the contract, in particular in case of default in payment, we shall be entitled to take back the products. Our taking back the goods under retention shall be deemed a withdrawal from the contract. After taking back the goods under retention we shall be entitled to utilize and exploit them; the proceeds from such utilization and exploitation shall be credited against the liabilities of the contracting party, less reasonable costs for such utilization.
- 6.2 The contracting party shall be entitled to resell the goods under retention within the framework of its ordinary course of business; however, as early as with the present, the contracting party shall assign to us all and any claims up to the total amount of the invoice (including value-added-tax) resulting from such resale against its customers or third parties. If the contracting party includes the claims from a resale of the goods under retention in a current account business relationship existing with its buyer, this current account claim shall be assigned in the amount of the acknowledged balance; the same shall apply to the "causal" balance if the contracting party becomes insolvent. The contracting party shall remain authorized to collect the assigned claims even after they have been assigned. Our right to collect the claims ourselves shall remain unaffected thereby, subject to the regulations under insolvency law; however, we shall commit to refrain from collecting the claims as long as the contracting party does not violate its contractual duties, in particular properly meets its payment obligations, is not in default of payment, no application to initiate insolvency proceedings is filed and payments are not suspended. The authorization of resale by the contracting party shall not include assignment as security or pledging.
- 6.3 In case of the cessation of our commitment pursuant to item 6.2 above to refrain from collecting the claims ourselves, we shall be entitled, subject to the regulations under insolvency law, to
- > revoke the authorization of resale and to exercise our right to take back the goods under retention and exploit them as per item 6.1 above and/or
 - > revoke the authorization to collect and demand that the contracting party discloses to us the assigned claims and the respective debtors, provides all particulars required for collection, hands over the relevant documentation and informs the debtors (third parties) of the assignment.
- 6.4 The contracting party shall be obligated to notify us in writing immediately in case of damage or loss of the goods under retention, as well as of a change in ownership or residence. The same shall apply in the event of pledges or other interventions by any third party so that we can take legal action pursuant to Sec. 771 of the German Code of Civil Procedure (ZPO). If the third party is not in a position to reimburse us for the judicial and extra-judicial costs of an action according to Sec. 771 ZPO, the contracting party shall be liable for the loss incurred by us. If the release of the goods

under retention is achieved without court proceedings the costs incurred in the process may also be charged to the contracting party, including the costs of reclaiming pledged goods under retention.

- 6.5 The processing or transformation of the goods under retention by the contracting party shall always be performed for us. If the goods under retention are processed with other objects not belonging to us, we shall acquire co-ownership of the new item in the proportion of the value of the goods under retention (total amount of the invoice plus value-added tax) to the values of the other processed objects at the time of processing or transformation.

In other respects, the provisions that apply to the goods under retention shall also apply to the product of such processing or transformation. The contracting party shall be granted an expectant right with respect to the item produced by such processing or transformation equivalent to its expectant right in relation to the goods under retention.

- 6.6 If the goods under retention are inseparably mixed or combined with other objects not belonging to us, we shall acquire co-ownership of the new item in the proportion of the value of the goods under retention (total amount of the invoice plus value-added tax) to the values of the other mixed or combined objects at the time of mixing or combining. If the mixing or combining is performed in such a way that the item from the contracting party is to be considered as the principal item, it shall be agreed that the contracting party shall assign co-ownership to us on a pro rata basis. The contracting party shall hold the sole ownership or co-ownership for us.

- 6.7 If our goods under retention are resold after processing or transformation, the contracting party shall hereby assign its claims for compensation in the total amount of the invoice plus value-added tax of our claims to us for security reasons. If we have acquired co-ownership based on the processing or transformation or the mixing or combining of the goods under retention with other items not belonging to us pursuant to item 6.5 or 6.6 above, the contracting party's claim to the purchase price shall be assigned to us in advance only in the proportion of the total amount of the invoice including value-added tax calculated by us for the goods under retention to the total invoice amounts of the other objects not belonging to us. In other respects, the above items 6.2 to 6.4 shall apply mutatis mutandis to the claims assigned to us in advance.

- 6.8 If the retention of title or the assignment is not valid according to the law of a foreign country in which our goods under retention are located, the security corresponding to the retention of title or assignment under this jurisdiction shall be deemed as agreed.

If the cooperation of the contracting party is required for the creation of such rights, the contracting party shall be obligated at our request to undertake all measures necessary for the establishment and maintenance of such rights.

- 6.9 The contracting party undertakes to handle the goods under retention with care and to maintain them at its expense; the contracting party undertakes in particular to insure the goods under retention at its expense and to our benefit sufficiently at their replacement value against theft, robbery, burglary, fire and water damage. The contracting party shall hereby assign to us all rights and claims resulting from such insurance relating to the goods under retention and we accept such assignment. In addition to this, we reserve the right to assert our claims for performance and/or claims for damages.

- 6.10 We undertake to release the securities to which we are entitled on request of the contracting party to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released shall be made at our discretion.

7. Performance specification, liability for defects

- 7.1 The specifications contained in our description of product and performance shall comprehensively and conclusively define the features of the supplied goods. Unless otherwise expressly agreed, the descriptions of our products shall constitute an agreement on quality and shall not be deemed guarantees or warranties. In case of doubt, any statements from us in connection with this contract shall not contain any guarantees or warranties in the sense of an increase in liability or the assumption of any special liability obligation. In case of doubt, only express statements by us in written form concerning the issuance of guarantees and warranties shall be relevant.
- 7.2 Claims for defects by the contracting party shall not exist for delivery of used goods. The contracting party shall not be entitled to claims for defects also in cases of inappropriate or improper use or servicing, incorrect installation by the contracting party or third parties, incorrect or negligent handling, use of unsuitable equipment, improper and unauthorized changes or repair activities or natural wear and tear. This shall include but not be limited to natural changes of the surfaces of hardened, galvanized, or surface-treated stamped parts; such changes shall not constitute defects.
- 7.3 The contracting party's rights with regard to defects shall be subject to its having duly met its inspection and notification duties in compliance with Sec. 377 of the German Commercial Code (HGB), at the latest within one week, in written form. In case of defects or deficiencies we shall be entitled to provide supplementary performance, at our discretion, in the form of the repair of the defect or to deliver a new article, free of defects. If one or both types of supplementary performance are impossible or disproportionate, we shall be entitled to refuse them.
We shall also be entitled to refuse the supplementary performance as long as the contracting party fails to meet its payment obligations in proportion to the defect-free part of the performance rendered. Replaced parts shall become our property.
- 7.5 If the supplementary performance is impossible or unsuccessful, if there is a culpable or unacceptable delay or serious and final refusal of supplementary performance by us or if the supplementary performance is unacceptable for the contracting party, the contracting party shall, at its discretion, be entitled to reduce the purchase price appropriately (reduction) or to withdraw from the contract (rescission).
- 7.6 Insofar as the contractual regulations do not contain any regulations or any deviating regulations regarding the prerequisites and consequences of the supplementary performance, reduction and rescission, the provisions laid down by law shall apply with respect to these rights.
- 7.7 The contracting party's claims for compensation for damages and expenses in connection with defects shall comply irrespective of the legal nature of the claim – particularly also with respect to claims due to defects and breach of obligations as well as tortious claims – with the regulations laid down in items 7.7.1 through number 7.8 below.
- 7.7.1 We shall be liable for damage according to the provisions laid down by law in case of:
- > intent;
 - > gross negligence of the legal representatives or management personnel;
 - > breach of essential contractual obligations going to the root of the contract, also in case of gross negligence of our other vicarious agents;
 - > culpable injury to life, limb or health;
 - > defects and other circumstances that were maliciously concealed or
 - > defects that were guaranteed to be absent or if a guarantee for the quality of an item or other guarantee was assumed.

- 7.7.2 We shall be liable in accordance with the provisions laid down by law also in the event of slight negligence on the part of our legal representatives, management employees and other vicarious agents; however, such liability shall be limited to the reasonably foreseeable damage typical for this type of contract.
- 7.7.3 The liability under the Product Liability Act shall remain unaffected thereby.
- 7.7.4 Unless otherwise provided for in item 7.7 above any additional claims shall be excluded.
- 7.8 The provisions laid down by law concerning the burden of proof shall remain unaffected by the provisions stipulated in item 7.7 above.**
- 7.9 Irrespective of the above provisions, in the case of delivery of tools the question of liability for material defects shall be geared to the conditions during acceptance at our company. If problems arise due to changed circumstances at the contracting party, this shall not fall under the liability for material defects.
- 7.10 The liability for material defects for stamping tools shall be limited to a maximum of 5 million strokes. The maximum output in the area of injection moulding shall be 1 million cycles.
- 7.11 Without prejudice to the above provisions the amount of liability shall be restricted to the respective insurance sum of the business liability insurance concluded by us. In other respects, a claim by the contracting party must be in reasonable proportion to the scope of the respective transaction. It shall be agreed that the enforcement must not lead to an over-indebtedness on our part.

8. Liability for accessory obligations

The provisions laid down in items 7.7 and 7.8 above shall apply mutatis mutandis to the liability for contractual accessory obligations.

9. Total liability, withdrawal of the contracting party

- 9.1 The following provisions shall apply to claims of the contracting party outside of the liability for material defects. Our legal or contractual rights and claims shall be neither excluded nor limited.
- 9.2 The provisions stipulated in item 7.7 above shall apply mutatis mutandis for the liability for damages. A further liability for damages – irrespective of the legal nature of the claim asserted – shall be excluded. This shall apply in particular to claims for damages in addition to performance and damages instead of performance due to breach of duty, as well as to tortious claims for compensation in case of damage to property as per Sec. 823 of the German Civil Code.
- 9.3 The restriction according to item 9.2 above shall also apply if the contracting party demands expenses.
- 9.4 A fault on the part of our legal representatives and vicarious agents shall be attributed to us.
- 9.5 The provisions of law concerning the burden of proof shall remain unaffected thereby.
- 9.6 Insofar as liability on our part is excluded or restricted this shall apply also in regard to personal liability of our employees, workers, staff members, representatives and vicarious agents.
- 9.7 By law, the contracting party shall be entitled to withdraw from the contract only if the breach of duty is attributable to us. However, in the cases laid down in item 7.5 above (unsuccessful supplementary performance etc.), and where it is impossible, only the statutory requirements shall apply; the provisions in items 4.4, 4.5 and 4.6 above shall determine the right of withdrawal of the contracting party in case our deliveries are delayed. In case of a breach of duty the contracting party shall declare upon our request within a reasonable time period whether it will withdraw from the contract due to the breach of duty or insist on delivery.

10. Statute of limitation

- 10.1 The period of limitation for claims and rights due to a defect in the delivery – regardless of the legal basis – with the exception of used goods and parts coated with precious metals or silver – shall be one year, subject to item 10.3 below. Used goods shall be delivered in used condition and under exclusion of any liability. The period of limitation for parts coated with precious metals shall be three months.
- 10.2 The period of limitation according to item 10.1 above shall apply also for all and any claims for damages asserted against us.
- 10.3 The claims for reduction and the exercise of a right of withdrawal shall be excluded if the claim for supplementary performance has lapsed. In this case, however, the contracting party shall be entitled to refuse payment of the remuneration to the extent that it would be entitled to do so due to withdrawal from the contract or reduction of purchase price.

11. Acceptance

- 11.1 For tools and equipment an acceptance inspection shall take place at our company according to the performance specification. The contracting party's representative attending the acceptance inspection shall be authorized to issue statements required for the acceptance inspection that are binding for the contracting party.
- 11.2 If the contracting party fails to attend the agreed acceptance inspection or refuses to participate on a jointly scheduled acceptance date or even to jointly schedule an acceptance date, the tool shall be deemed accepted upon expiration of 12 working days after notification of readiness to ship.
- 11.3 The contracting party shall be entitled to refuse the acceptance inspection only on grounds of significant defects until their rectification. If defects are found during the acceptance inspection these shall be recorded in a list of defects. Other defects can be asserted during the warranty period only if they could not have been recognized during the acceptance inspection.

12. Information provided by the contracting party

If the contracting party provides us with drawings, plans, data or other information the contracting party shall be solely responsible for their correctness and accuracy. If such information in drawings, plans, data etc. is incorrect and if this results in a defect in the object to be delivered we shall not be responsible for this and shall assume no liability in this respect.

13. Third-party property rights, copyright

- 13.1 In case of orders based on a drawing or a sample the ordering party shall be liable to us for ensuring that the property rights of third parties are not violated.
- 13.2 We shall reserve the copyright on all drawings (including on disk or data carrier), sketches, samples and other documents provided by us to the contracting party. These documents shall not be made available to any third party without our written consent. They shall be returned immediately at our request. A right of retention shall not exist.
- 13.3 If design plans are provided to the contracting party in connection with the delivery of tools the contracting party shall be authorized to use these design plans only insofar as this is necessary for the maintenance or repair of the delivered tool. Any other use is prohibited even if the design drawing was paid for. Such prohibited other use shall include but not be limited to the manufacture of other tools and transfer to third parties. If the contracting party culpably violates these obligations it shall be

obligated to payment of a penalty to us in the amount of € 50,000.00 for each infringement. The enforcement of any further damage shall not be excluded by this.

14. Assignment of claims by the contracting party

Assignment of claims against us in reference to the performance to be rendered by us shall be allowed only with our prior written agreement.

15. Amicable cancellation of orders

Insofar as we offer the contracting party, with its express written consent, the option of withdrawing from individual or blanket orders, the contracting party shall pay us compensation for damages due to the amicable withdrawal according to the following terms. The contracting party shall accept the parts already produced by us according to the previous contractual terms within two weeks of our request. The contracting party shall pay the invoice amount for the remaining quantity in advance to us after invoicing within two weeks after the date of the invoice. If a tool for production was produced for the amicably cancelled order the contracting party shall pay us the as yet unpaid amortization costs due to the amicable withdrawal. The amortization costs shall be based on an internal amortization calculation to be prepared by us for the tool. The contracting party shall pay the usual estimated costs for spare parts already procured by us for the tool, even if they would be preventive in nature. We shall be compensated for the raw materials we purchased for the amicably cancelled order. The contracting party shall not be entitled to the objection that the purchased material could also be used by us for other purposes. Further claims by us shall remain expressly reserved. The customer shall indemnify and hold us harmless from and against all and any financial disadvantages arising for us as a consequence of the amicably agreed withdrawal.

16. Place of performance, place of jurisdiction, applicable law, severability clause

- 16.1 Unless otherwise agreed, the place of performance shall be our registered office exclusively.
- 16.2 The place of jurisdiction for all obligations arising out of or in connection with the contractual relationship shall be our registered office or, at our discretion, the registered office of the contracting party. The aforementioned agreement on the place of jurisdiction shall apply also to contracting parties having their registered office outside Germany.
- 16.3 The law of the Federal Republic of Germany shall apply exclusively to all rights and obligations arising out of or in connection with the contractual relationship – without regard to any conflict of law rules and under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.
- 16.4 Should a provision of these General Terms and Conditions of Sale or a provision within the framework of other agreements concluded between us and the contracting party be or become ineffective, the effectiveness of all other provisions or agreements shall not be affected thereby.