

1. General objective and scope

(1) These general terms and conditions of RIMAG Rief & Co. GmbH (RIMAG) shall only apply with regard to entrepreneurs, legal entities under public law or special public law assets or funds pursuant to Section 310 (1) German Civil Code (BGB).

(2) They shall also apply to future business relations, even if this is not expressly agreed upon again. RIMAG shall not recognise any terms and conditions of the contractual partner contrary to or deviating from the terms and conditions of RIMAG, unless RIMAG has expressly consented to the validity of these terms and conditions.

2. Offer, conclusion of contract, minimum order value

(1) Offers from RIMAG are subject to confirmation and non-binding, insofar as they are not expressly marked as binding or contain a particular acceptance deadline.

(2) The ordering of goods by the customer shall be regarded as a binding contractual offer. RIMAG shall only regard orders as binding insofar as RIMAG confirms these in writing within two weeks or fulfils these within two weeks through sending of the goods.

(3) The minimum order value per order shall be EUR 50.00 net.

3. Prices, payment conditions, default

(1) All previous agreements lose their validity on publication of the new price list.

(2) Prices are understood to be exclusive of statutory value added tax due and apply ex works. Costs for packaging for a goods value of up to EUR 200.00, transportation and freight costs up to a goods value of EUR 300.00, insurance costs, fees and other public charges shall be borne by the customer, unless otherwise stipulated in the order confirmation. In the case of export, RIMAG shall deliver goods valued at more than EUR 300.00 free to the German border.

(3) Payment of the purchase price is due within 30 days of the invoice date in euro (EUR) to the RIMAG bank account, unless otherwise stipulated in the order confirmation. Receipt of payment shall be regarded as decisive in this respect. RIMAG shall grant a discount of 3 % for payments to the RIMAG bank account received within 10 days of the invoice date.

(4) RIMAG reserves the right to only deliver subject to payment in advance or cash on delivery in the case of customers with which RIMAG is cooperating for the first time.

(5) In the event of the customer being in default of payment, RIMAG shall be entitled to demand default interest of 8 % above the respective base interest rate. Where RIMAG can prove greater damages caused by delay of payment, RIMAG shall be entitled to assert this claim.

(6) In the event of payment arrears and any justified doubts regarding the customer's ability to pay or creditworthiness, RIMAG shall – irrespective of any other rights – be entitled to demand securities or advance payments for outstanding deliveries, and all claims arising from the business relationship shall immediately become due.

(7) RIMAG may offset accounts payable to the customer (e.g. emanating from credit notes) against its outstanding claims against the customer.

4. Delivery time, shipping and transfer of risk

(1) Delivery deadlines shall apply as stipulated in an express written confirmation. They shall be deemed as adhered to on notification of the readiness for dispatch of the goods on the agreed date.

(2) Delivery shall be realised ex works.

(3) Any shipment of the goods shall be realised at the risk and expense of the customer, including where RIMAG bears the shipping costs under exceptional circumstances.

(4) Observance of extraordinary shipping regulations and the conclusion of special shipping insurance policies shall only be carried out on the request and at the expense of the customer.

(5) Force majeure and strikes, lockouts, industrial disruption, shortages of raw materials and operational media or equipment and delayed delivery or failure to deliver on the part of sub-contractors for which RIMAG bears no responsibility shall extend delivery deadlines accordingly and relieve RIMAG of the obligation to deliver where performance becomes impossible as a result.

(6) Delivery default on the part of RIMAG requires a reminder from the customer in every case with stipulation of an appropriate period of grace and the expiry of this period of grace.

5. Reservation of title

(1) Goods shall remain the property of RIMAG until fulfilment of all its legitimate claims against the customer.

(2) As long as the rights of ownership have not yet been assigned to the customer, the customer is obliged to handle the goods with care and to insure these at their replacement value against damage caused by fire, water and theft at its own expense. The customer shall hereby assign its claims from insurance contracts in advance as a precaution to RIMAG. This assignment is hereby accepted by RIMAG.

(3) Where the goods delivered by RIMAG are resold as intended prior to complete payment of the purchase price or transferred to a third party on other legal grounds, the customer shall hereby assign all claims against its purchaser emanating from the resale of the reserved goods and all ancillary rights to RIMAG as a precaution. Where not otherwise stipulated by RIMAG, the customer is entitled and obliged to collect the equivalent value of the resold goods which remain the property of RIMAG and to retain these monies for RIMAG separate from other payment funds.

Where the value of the securities existing for RIMAG exceeds the secured claim by

more than 20 % in total, RIMAG pledges to release securities on the request of the customer to the value of the excessive amount, selection of said securities being at the discretion of RIMAG.

(4) The customer, insofar as it is in default, shall inform its debtors of the assignment on the demand of RIMAG and provide RIMAG with the information and necessary documents required to collect the claim.

(5) Where the goods are processed or modified by the customer, reservation of title shall also extend to the new item. In the event of processing, combination or mixing of the goods with other items, RIMAG shall acquire co-ownership of the newly produced item proportionate to the value of the reserved goods relative to the other processed or mixed items at the time of processing or mixing.

(6) In the event of the goods subject to reservation by RIMAG being claimed by a third party (e.g. through attachment) or a third party asserting claims to the account receivable assigned to RIMAG, the customer is obliged to inform RIMAG of this immediately and notify the third party about the reservation of title and/or assignment.

(7) Reservation of title shall, in cases of doubt, be extended until the customer proves in every individual case that the goods are paid in full.

6. Goods for testing

(1) Should the customer receive goods for testing, these shall be assigned to the customer for a maximum of four weeks.

(2) The customer is obliged to handle the goods with care during the testing period. Where these goods are damaged during this period or suffer wear to a degree that renders them permanently unsuitable for the intended use or where they can only be rendered usable again at a disproportionately high cost, RIMAG is entitled to demand compensation for the resulting loss in value from the customer.

(3) On expiry of the deadline, the customer is obliged to return the goods to RIMAG at its own expense and in the original packaging.

(4) Should the goods not be returned to RIMAG on expiry of the testing period granted, this shall be considered a purchase decision and RIMAG is entitled to issue an invoice for the goods.

7. Warranty, liability, return shipment, decontamination obligation

(1) Complaints relating to evident defects or deficiencies on the goods must be made in writing within 8 days of delivery of the goods, while claims relating to concealed defects or deficiencies must be made immediately following their detection. The customer shall make complaints relating to transportation damage immediately to the forwarder or carrier. Claims relating to defects or deficiencies made by the customer shall be excluded in the event of a failure to observe the obligation to inspect goods and give notice of defects.

(2) Insofar as goods are defective or deficient, RIMAG is initially entitled to repair or replace the goods at its discretion. Where subsequent performance fails, the customer is entitled to withdraw from the contract or demand a price reduction at its discretion. Warranty claims relating to defects or deficiencies on goods lapse 12 months after delivery of the goods to the customer.

(3) Liability on the part of RIMAG, its legal representatives or vicarious agents is limited to intent and gross negligence, provided no breach of significant contractual obligations exists. This does not apply to claims for compensation on the part of the customer in the event of injury to life, limb or health and mandatory claims under the German Product Liability Act (*Produkthaftungsgesetz*) and Medicine Act (*Arzneimittelgesetz*).

Where the customer requires the goods for purposes other than those agreed, it must examine their special suitability for these purposes with regard to product safety and their compliance with pertinent technical, legal and official requirements on its own responsibility prior to their planned use. Liability is excluded for any use not expressly confirmed in writing by RIMAG.

(4) RIMAG bears no liability for the consequences of incorrect treatment, use, maintenance and operation of goods or the consequences of normal wear, particularly with regard to wear parts.

(5) Other than this, liability on the part of RIMAG for minor negligent breaches of significant contractual obligations is limited to damages which are reasonably foreseeable by RIMAG and considered typical at the time of conclusion of contract.

(6) Without prejudice to the rights of the customer in the event of defects or deficiencies, return deliveries of goods are only permissible with the express previous approval of RIMAG. Reduction of the invoice amount is impermissible in such a case. Payment shall be realised by credit note.

(7) Where the customer brings the goods into contact with environmentally harmful, toxic, radioactive or other dangerous materials, the customer must clean or have the goods cleaned at its own expense prior to the return of the goods to RIMAG and provide a binding confirmation of this in a written decontamination declaration.

(8) Where required decontamination is not realised by the customer, RIMAG is entitled to invoice the customer for the costs associated with decontamination/cleaning and disposal. In addition, the customer shall be liable for damages caused by contaminated goods to the recipient or third parties following their return.

8. Place of fulfilment and place of jurisdiction

(1) The place of fulfilment for deliveries and payments shall be Albershausen, Germany.

(2) In the case of all disputes arising from or relating to this contract, the parties agree that the district court (*Amtsgericht*) or regional court (*Landgericht*) responsible for Albershausen shall be the exclusive place of jurisdiction. However, RIMAG is also entitled to institute proceedings against the customer at the place of jurisdiction of its business

address or in accordance with the laws in force there.

9. Final provisions

(1) Deliveries and services (performance of contract) are subject to the reservation (caveat) that performance is not hindered by any impediments due to national or international regulations, particularly export control regulations, and embargoes or other sanctions. The contractual partners pledge to produce all information and documents required for export/shipment/import. Delays due to export inspections or approval processes invalidate any deadlines and delivery dates to this extent.

(2) If necessary approvals are not issued, the contract shall be regarded as ineffective with regard to the affected parts.

(3) The contractual relationship is governed by the law of the Federal Republic of Germany and the United Nations Convention on Contracts for the International Sale of Goods (CISG). Customary commercial clauses shall be interpreted in accordance with the version of Incoterms valid at the time of conclusion of contract.

(4) Deviations from these terms and conditions require the written form. This also applies to revocation of the written form requirement itself.

(5) Should individual provisions of these terms and conditions prove to be invalid in whole or in part, the validity of the remaining provisions or the remaining parts of these provisions shall not be affected. The ineffective provision shall be replaced with an effective provision that comes as close as possible to the economic intent and purpose of the ineffective provision.

(6) In the event that the English translation of any provision in these general terms and conditions should deviate from the original German text, the original German text shall apply.