

# Standard Terms and Conditions (STC) for our supplies and services:

## GALVA 4.0 GmbH

### I. Bases of the order:

1. All agreements and offers are based exclusively on **our Standard Terms and Conditions**; they are approved once an order is placed in writing or the delivery is accepted.
2. Our Standard Terms and Conditions apply unless the parties to the contract have expressly agreed differing terms in writing. Facsimile communications transmitted to us shall only be effective following written confirmation or E-Mail or confirmation transmitted by facsimile.

### II. Conclusion of contract:

1. Quotations prepared by us are in principle without engagement; they do not constitute an offer in the legal sense but are only an invitation to the customer (purchaser) for him (her) to make a binding offer on the basis of this quotation. The contract is deemed to be concluded when we have dispatched a written order confirmation following receipt of the order.
2. With respect to the scope of the service owed by us, solely the written order confirmation together with any enclosures shall be conclusive.
3. Amendments and additions to the contract require our written confirmation to acquire validity. Conditions of purchase and business terms of the customer (purchaser) shall only be binding on our part when we have confirmed this explicitly and in writing.
4. Our delivery note or our commercial invoices are also deemed to constitute an order confirmation.

### III. Plans and documents:

1. The particulars contained in our catalogues, brochures, circulars, illustrations, price lists, quotations etc. regarding measurements, weight, performance and suchlike shall only be conclusive if reference is made to them explicitly in the order confirmation.
2. Plans, sketches, software and other technical documents as well as samples, catalogues, brochures, illustrations and suchlike shall remain our intellectual property at all times. Any utilisation, duplication, dissemination, publication and presentation thereof may only occur with our explicit consent.

### IV. Shipping, transport:

1. Delivery shall take place ex-warehouse or ex-works. In the absence of an explicit agreement to the contrary, any type of risk at the time the goods leave our factory shall pass to the customer (purchaser). Specifically, any type of risk shall pass to the customer (purchaser) upon handover to the transport carrier.
2. In the case of delivery using our vehicle, handover is deemed to be completed at the latest when the goods are available on the vehicle at the premises of the consignee or another agreed delivery point.
3. If insurance is taken out at the request of the customer (purchaser) we shall act solely as an intermediary to the exclusion of any responsibility.
4. If the delivery of the goods ready for shipment is delayed at the request of the customer (purchaser) or if the handover is delayed as a result of circumstances for the occurrence of which we bear no fault, we shall take over storage of the delivery item on the account and at the risk of the purchaser at the usual storage charges in our factory. Should circumstances of space require it, we have the authority to store the delivery item on the account and at the risk of the purchaser outside our factory.

### V. Delivery period:

1. In the absence of any agreement to the contrary, the delivery period shall begin at the latest of the following times:
  - 1.1. Date of the order confirmation;
  - 1.2. Date of the fulfilment of all technical, commercial and financial requirements incumbent upon the purchaser;
  - 1.3. Date on which we received an advance payment to be made before the delivery of the goods and/or a commercial letter of credit was opened in our favour.
2. We shall be entitled to effect and to charge for partial and advance deliveries.
3. Official permits of third parties and those required, for instance, for designing installations must be obtained by the purchaser. We must be notified in good time, in writing, of any official requirements affecting our services. Copies must be delivered to us at our request. If such permits are not available or not available in due time or if we are not advised of official requirements in due time the delivery period shall be extended accordingly.
4. Secure ascents and catwalks shall be installed by the customer (purchaser) at the place where we provide our service, enabling us to reach the works without hindrance. Furthermore, if the contract partner does not comply with these obligations our delivery period shall be extended accordingly.
5. Our delivery periods shall be met wherever possible. If the delivery is delayed due to a circumstance occurring on our part which constitutes a ground for release within the meaning of Point VI, the agreed delivery period shall be extended accordingly and the (customer) purchaser must grant us a reasonable period of grace in writing.
6. If the period of grace is not met, without the existence of any gross fault on our part, the purchaser may release himself from the contract in respect of all goods not yet delivered, by means of a written communication received by us within 8 days. In this case the purchaser shall have the right to a refund of the payments already made for the goods not delivered. However, the reimbursement of lost profits is ruled out at any time. A partial withdrawal may be agreed by mutual consent. Further claims are excluded.
7. If the period of grace is not met as a result of a gross fault for which we are to blame, Points V.5. and V.6. shall apply appropriately. Moreover, the purchaser shall be entitled to reimbursement of the justified expenditure he has had to make until the cancellation of the contract and for its implementation.

### VI. Grounds for release

1. The following circumstances are considered to be grounds for release if they occur following the conclusion of the contract, were unforeseeable and stand in the way of performance: industrial disputes and all circumstances not dependent on the intention of the parties to the contract, such as fire, mobilisation, attachment, official interventions and prohibitions, energy and raw material shortage, loss of an essential supplier who is difficult to replace and technical difficulties which lie in the nature of the order and make its execution impossible or

unreasonable for us or lead to defects which adversely affect usability, however insignificantly. The above circumstances shall also entitle us to extend the delivery period if they occur in relation to suppliers.

2. The consequences of these circumstances with regard to contract obligations are laid down in Points V. and VIII.

#### VII. **Prices**

1. Except where otherwise agreed, our prices are effective ex our factory or ex-warehouse respectively, and do not include packing, loading, insurance, shipping and turnover tax. If public charges, taxes or other fiscal charges are levied in connection with the delivery, these shall be borne by the customer (purchaser). If the delivery is agreed with notice of service, this shall be charged separately.
2. Prices are based on costs at the time of the first price quotation. If the delivery or service is carried out three months after this time or later, we shall be entitled to adjust prices accordingly in the event of changes in wage, material, raw material or other manufacturing costs.
3. In our price costing, we start from the assumption that the items in our quotation remain unchanged, any preliminary work has been fully carried out, we can perform our delivery in one operation without hindrance and the performance specification of the purchaser on which our quotation is exclusively based corresponds with the actual circumstances.
4. In the case of repair orders, the work recognised by the seller to be advisable shall be performed and charged on the basis of the expense incurred. This also applies to work and additional work the usefulness of which only comes to light while the order is being carried out. For this no special notification to the purchaser is required. The expense involved in drawing up repair quotations or for expert assessments shall be invoiced to the purchaser.

#### VIII. **Payment terms**

1. Payments must be made in accordance with the agreed payment terms. Except where differing payment dates and payment terms have been agreed as set out in our written order confirmation, the invoice amount must be settled at the latest 30 days after delivery is completed without any deduction. A deduction of a cash discount shall only be permissible following prior written agreement.
2. Where liabilities continue to exist from earlier deliveries they shall be repaid in the order in which they arose. If, in addition, all other due debts have not been discharged at the latest upon receipt of the invoice amount benefiting from the cash discount, agreed cash discounts shall cease to be applicable.
3. If, following the conclusion of the contract, the financial position of the customer (purchaser) deteriorates appreciably in any way whatsoever or, following the conclusion of the contract, we discover that the financial position of the customer (purchaser) was already poor when the contract was concluded or if the periods allowed for payment for previous deliveries and services are being substantially exceeded, we shall be entitled to refuse our delivery and service until we are paid or sufficient collateral is provided. If our delivery has already been carried out, all the outstanding debts due to us shall be payable forthwith. This applies above all in the event of payment arrears, protest of a bill, refusal to honour a cheque or where a petition is brought for the initiation of insolvency proceedings.
4. If the customer (purchaser) is in default with the agreed payment or benefit, we may either withdraw from the contract in accordance with Point VIII.5. or insist on the performance of the contract. We shall in any event be entitled to postpone performance of our obligations until the overdue payments or other benefits are effected, to extend the delivery period appropriately, to make the entire purchase price still outstanding due and payable and, provided no ground for release exists on the part of the customer (purchaser) within the meaning of Point VI., to charge statutory interest on arrears from the due date.
5. If the customer (purchaser) has not furnished the payment or other benefit owed, we may withdraw from the contract after granting a 14-day period of grace. At our request, the purchaser must return to us the goods already delivered and pay compensation for any reduction in value which has occurred of the said goods and refund to us all expenditure we have had to make with regard to the implementation of the contract. The right to damages which exists above and beyond this also includes, in particular, lost profits.
6. The customer (purchaser) shall not be entitled to offset his own counter demands against debts due to our company.
7. The customer (purchaser) shall not be entitled to withhold payments due to claimed warranty or other counterclaims.
8. The assignment of debts against GALVA 4.0 GmbH shall be excluded by mutual agreement (ban on assignment).

#### IX. **Reservation of ownership**

1. Until the full discharge of all financial obligations of the customer (purchaser) towards us, we reserve the right of ownership to the goods we supply. The customer (purchaser) must comply with the necessary formal requirements for safeguarding the reservation of ownership. In the event of distraint or other demands by third parties, the customer (purchaser) shall be obliged to assert our right of ownership and to inform us immediately. The customer (purchaser) shall be further obliged properly to store and maintain the product supplied.
2. The customer (purchaser) shall be entitled, in the context of due and proper business activity, to resell the conditional commodity. Other dispositions, especially pledging and transfer of ownership by way of security, are not permitted. Resale shall only be permissible under reservation of ownership if it takes place in return for immediate payment at the time of handover; in this case our reservation of ownership applies to the revenue obtained for the conditional commodity. The customer (purchaser) hereby assigns to us now, in the event of resale, all debts including all ancillary rights and collateral security, accruing to him in respect of his buyers from the resale of the purchased goods, and we hereby accept the assignment. The purchaser must duly record the assignment of the debts in his books of account. The charges arising from this shall be borne by the customer (purchaser).
3. We undertake not to call in the assigned debts as long as the customer (purchaser) properly complies with his payment obligations. At our request, the customer (purchaser) must demonstrably inform his debtors of the completed debt assignment, provide all the necessary details for bringing in his debt and send us the relevant documents.
4. The reconstruction or processing of the conditional commodity or its assembly shall always be undertaken on our behalf by the customer (purchaser). If this commodity is inseparably combined, processed or assembled with other objects not belonging to us, we shall acquire joint ownership of the new item in the ratio of the value of our

commodity to the remainder. If our goods are combined with other movable objects to form a single item and if this can be regarded as the principal item, it is hereby agreed that the customer (purchaser) shall transfer the joint ownership to us proportionately, insofar as the principal item belongs to him. He shall hold the ownership or joint ownership in safe custody on our behalf.

**X. Warranty, liability:**

1. We shall only provide warranty for defects which existed at the time of handover. The warranty period shall be 12 months. The warranty period shall begin at the time of delivery or service by our company. The rectification of a defect by us shall have no legal consequences whatsoever in relation to the parts of our delivery or service not affected by the defect. In terms of the length of this period; in particular, the period shall not be extended in relation to these parts by defect rectification.
2. Where there are other time limits, the warranty claim must be asserted in writing immediately, at the latest however within 7 days of the appearance or discernibility of the defect, by including a specific description of the nature of the defect. This shall also apply to defects already existing at the time of handover. Mandatory legal consumer rights remain unaffected. For bilateral commercial sales, §§ 377 f HGB [German Commercial Code] shall apply with regard to the period of the enforcement of claims.
3. We vouch for the fact that the product supplied by us or the service performed by us has the characteristics normally required in commerce or expressly agreed with us.
4. For defects for which we are responsible we shall provide warranty as we choose by means of improvement, exchange or price reduction. For those operating parts of our product we have purchased from suppliers, however, we shall only provide warranty within the bounds of the warranty claims to which we are entitled in respect of the suppliers. If we make a product based on measurements of the customer (purchaser), our warranty shall be limited to the fact that it has been designed in accordance with the instructions of the customer (purchaser). In such cases the customer (purchaser) must indemnify us and render us non-actionable with regard to possible infringement of industrial property rights of third parties.
5. Defects shall be rectified as we choose at the premises of the customer or within our company. If defect rectification is desired at another location, the additional costs associated with this must be borne by the customer.
6. We have at our disposal a reasonable period, a minimum of 2 weeks, to discharge our warranty obligation. The customer shall only have a right to defect rectification by a third party or reimbursement of the costs associated therewith if a period of grace of at least 14 days granted by the customer by registered letter following the end of this reasonable period for fault rectification expires without result. The letter shall at the same time disclose third party costs.
7. Warranty shall be excluded in the following cases:
  - 7.1. Non-compliance with the prescribed installation, operating or maintenance instructions, particularly in the event of improper use or use contrary to that for which the product is intended.
  - 7.2. Lack of maintenance and repair.
  - 7.3. Wear and tear which is unavoidable even when the product is used properly and as intended (natural wear and tear); this applies in particular to expendable parts.
  - 7.4. Where subsequent improvement or modification is not carried out by us or carried out without our consent.
  - 7.5. Where damage is attributable to actions of third parties, to atmospheric discharges, excess voltages and chemical attack.
8. Special warranty agreements deviating from our Standard Terms and Conditions shall only be valid if they have been made explicitly and in writing.
9. If we are informed by the customer (purchaser) with reference to his warranty claims or claims arising from any form of guarantee of the existence of a defect and if this defect does not actually exist, for instance in the event of the mere appearance of defectiveness due to an error in the operation of the product by the customer (purchaser), we shall be entitled to charge the resulting expense incurred by us, for instance travelling costs and expenses, wage costs etc., to the customer (purchaser). This shall also apply following the end of the warranty or guarantee period.
10.
  - 10.1. Liability under the Product Liability Act: our product liability is limited to those cases in which the Product Liability Act mandatorily prescribes liability. Any liability for property damage sustained by a contractor is excluded with respect to all companies involved in manufacture and sale.
  - 10.2. Liability for fault damage and consequential fault damage under BGB: our liability arising from the section on damages is limited to the instance of intent. Reimbursement of lost profits is in any event ruled out.
11. The assignment of all warranty claims is permissible only with our written consent.

**XI. Place of jurisdiction, performance:**

1. Subject to the exception of UN purchasing law, German jurisdiction and the application of German law are expressly agreed.
2. The place of performance for delivery and payment is deemed to be the registered office of our company, even when the goods are handed over and the service performed at another location.
3. The place of jurisdiction for all disputes arising from the contract is the functionally competent court located closest to the registered office of our company. We are nevertheless also entitled to appeal to a court with competent jurisdiction for the customer (purchaser).