

General Terms and Conditions of Business (Modell Technik Formenbau GmbH)

1. Validity

These General Terms and Conditions of Delivery and Payment apply to all our contracts, deliveries and other services.

The General Terms and Conditions of Business apply to business transactions entered into with:

1. a person who, at the time of entering into the contract, acts by way of performing their commercial or self-employed professional activity (entrepreneur),
2. legal persons under public law or special funds under public law.

Terms and conditions of business of our business partners that do not correspond to these General Terms and Conditions of Business in terms of content shall only be binding for us if they have been acknowledged by us in writing upon entering into the contract.

We hereby expressly reject counter confirmations on the part of the Buyer with corresponding reference to its terms and conditions of business.

These conditions form the basis of all future deliveries and services, including if incorporating these conditions is not expressly and repeatedly agreed upon.

2. Prices and terms and conditions of payment

Our offers are subject to change without notice at all times.

Our prices are net prices. The price - in euros - plus the value added tax valid on the day of the delivery or service shall be authoritative for calculating the price, provided a price agreement to the contrary is not entered into.

A contract shall only be brought about by way of our written order confirmation. In the case of long-term orders, the contracting parties shall be required to enter into a written contract.

In the absence of provisions to the contrary, our prices are to be understood as excluding packaging and shipping.

Subsidiary agreements, reservations, amendments, verbal assurances or supplementary information regarding our contract are subject to written confirmation by us in order to be deemed valid.

In the absence of written agreements to the contrary, the following terms and conditions of payment apply:

- 1/3 following confirmation of order (payable within 30 days, without any deduction),
- 1/3 following delivery (payable within 30 days, without any deduction),
- 1/3 following release/acceptance, at the latest 90 days following delivery, without any deduction.

Our written order confirmations are authoritative with regard to the prices and terms and conditions of payment.

3. Delivery and delivery periods

The delivery time stated in the offer or order confirmation is not binding as a matter of principle.

Delivery periods shall commence following receipt of all documents required for executing the order and timely material provisions that may apply, provided nothing to the contrary has been agreed upon.

Delivery periods shall commence upon the release by the Buyer but not, however, prior to clarification of all required contractual provisions.

Delivery periods shall end on the day of dispatch by the Supplier unless fixed delivery dates are assured.

Delivery delays attributable to the Principal making requests for alterations compared with the original order shall be the Principal's responsibility. This also applies if the Principal fails to honour its obligation to provide data in the agreed form or in good time, or if the provided data are faulty and need to be subsequently processed. If such cases result in a production downtime, we may request that the Principal assume the downtime costs we incur as a result of the idle times.

In the event of force majeure and other unforeseeable, extraordinary events that are not our responsibility - e.g. in the case of difficulties in procuring material, operational disruptions, strikes, lock-outs, problems involving means of transport, intervention by authorities and energy supply difficulties etc., including if these affect potential suppliers - the delivery periods shall be extended by a reasonable extent if we are prevented from honouring our obligations in good time.

We shall be released from our delivery obligations if the stated circumstances render the delivery or performance impossible. The Principal shall be entitled to withdraw from the contract if the delivery delay lasts longer than two months. However, the Principal may withdraw at an earlier date if the delivery delay becomes unacceptable for the Principal.

If the delivery time is extended regarding force majeure or if we are released from our delivery obligations, the Principal may not derive any claims for damages as a result. We may only cite the stated circumstances if we notify the Principal of these without delay.

4. Passing of risk

In the absence of agreements to the contrary, the shipping and conveyance of our deliveries and services apply at the comprehensive risk of our contracting party. We shall decide on the packaging and mode of shipping at our best judgement.

In the absence of agreements to the contrary, the risk shall pass to our contracting party upon sending, including if partial deliveries are made or we have assumed other services such as shipping costs, delivery or set-up.

The risk of accidental loss of or accidental damage

to shipping items shall pass to our contracting party at the latest upon the hand-over to an initial carrier. If the installation of delivery parts is agreed upon, risk shall pass to our contracting party at the latest at the end and completion of the installation.

We are entitled to provide partial deliveries, provided this is acceptable for our contracting party.

At the request and cost of our contracting parties, we shall insure our deliveries and services against theft, breakage and damage caused en route, by fire or water and against other insurable risks.

Risk shall pass to our contracting party, the Buyer, including in the case of freight free delivery, when the deliveries and services leave the supply plant. In the case of dispatch delays that are the responsibility of the contracting party, risk shall pass when notification of readiness for dispatch is provided.

5. Reservation of title

All deliveries and services provided and rendered by us - all delivery items and goods - shall remain our property up until payment in full of all claims to which we are entitled resulting from the business association with our contracting party.

Our contracting party is entitled to resell the products during the course of ordinary business operations as long as the contracting party does not default in payment of the purchase price. The contracting party is not entitled to make extraordinary disposals such as pledging or transferring ownership by way of security to third parties.

In the event of resale, the contracting party assigns to us at this point in time the claims against its customers that it acquires from the resale and other claims, including all balance claims from current account as security, along with all ancillary rights. Our contracting party is entitled to collect the assigned claims. The authorisation to collect shall expire if our contracting party discontinues its payments, if an application for insolvency proceedings is filed or insolvency proceedings are instituted, including in the case of an out-of-court composition agreement or in the case of other asset deterioration. If this is the case, we are entitled to demand that our contracting party disclose to us the claims assigned and the debtors, provide all the information necessary for collection of the claims, hand over the related documents and notify the debtor about the assignment.

Without our written approval, our contracting party is prohibited from disposing of the resale claim by way of assigning securities or claims, including by way of purchasing accounts receivable.

We undertake, at the request of our contracting party, to re-assign or release the securities, provided the value of the security made available to us exceeds the amount of our claims in total and by more than 20 %.

6. Copyrights

We shall retain the copyrights to and ownership of

the construction drawings, 3D tool data, all technology data, diagrams, plans and cost estimates as well as all services capable of being protected by copyright that we render for our contracting parties. Potential licenses and utilisation rights may be acquired by our contracting parties by way of a separate contract.

The documents, programmes, tools etc. as well as the items manufactured on the basis of these may only be made available to third parties, that is persons who are not contracting parties, or utilised by the contracting party itself or for third parties or for purposes other than the contractual purposes following prior, written approval by the Principal. For each case of violation of the obligation not to forward to third parties, the Contractor undertakes to provide compensation for the resulting damage.

For each case of culpable contravention of the ownership and copyright clause, in particular in the event of violation of the obligation not to forward or not to use documents, programmes and tools etc. as well as the items manufactured on the basis of these for purposes other than contractual purposes by the Contractor, shall bring about conventional penalty - where appropriate in an individual case - in the sum of € 5,000.00 by way of exclusion of the continuation of an offence.

7. Acceptance

The following apply in the absence of provisions to the contrary in our confirmation of order:

A formal acceptance has not been agreed upon. If acceptance is not requested, the performance shall be deemed accepted upon expiry of 30 workdays following delivery.

If acceptance is not requested, and if our contracting party has used the performance for series production beyond the sampling phase, the acceptance shall be deemed to have been conducted following expiry of six workdays following the start of use.

At the Principal's request, self-contained parts of a performance are to be accepted on a partial basis.

8. Provision of security

We are entitled to request that our contracting parties provide security by way of a guarantee for the payments they are required to make, including the appertaining accessory claims. Such a guarantee must be an unconditional, unlimited, irrevocable, absolute guarantee by way of waiving the defence of failure to pursue remedies of a major bank, savings bank or credit insurance located in the EU. We are entitled to request the security by way of specifying a reasonable period in which our contracting party is to provide the security such that we may refuse to perform following expiry of the period.

Security may be requested up to the amount of the likely remuneration claim, as stated in the contract, and regarding accessory claims. These are to be stated at up to 10 % of the (gross) remuneration claim to be secured. If our contracting party fails to provide the security within the specified period, we

reserve the right to terminate the contract without notice. We shall also be entitled to claim for damages - in addition to the expenses we incur up until the termination - and state such claims at up to 20 % of the agreed net remuneration if applicable. Our contracting party is free to furnish proof of lesser damage. We are equally entitled to furnish proof of actual greater damage.

9. Guarantee and liability for defects

1. We are to be notified of identifiable or considerable defects without delay in writing, at the latest within three workdays following delivery. Notification of hidden defects regarding our deliveries and services must be provided without delay in writing once these are identified, at the latest, however, after 30 workdays following delivery. Notification of defects is to be provided in writing.

2. Claims regarding lacking warranted characteristics may only be asserted if a certain characteristic has been warranted by us expressly and in writing in an individual case. Liability is determined in accordance with the statutory regulations. However, we shall only be liable for consequential damage if this was the subject matter of our warranty.

3. In the case of alterations to items of our deliveries and services by our contracting parties or by third parties commissioned by our contracting parties, any guarantee in that respect shall become inapplicable.

4. The guarantee period for our deliveries and services is 12 months from delivery.

10. Other liability

All claims for damages of our contracting parties resulting from a violation of an obligation, default, impossibility of performance, positive breach of a claim, culpability in the case of entering into a contract, unlawful acts or other legal reasons are excluded provided the damage, or consequential damage, does not apply to the delivery item itself and was not caused by intentional or gross negligent acts. The limitation on liability shall apply to the same extent to our performing and vicarious agents.

Claims of our contracting parties, in particular claims for compensation regarding damage that does not apply to the work, manufactured and supplied by us, are excluded unless the damage is our responsibility as a result of intent or gross negligence. The liability amount is limited to € 1.0 million.

We may not cite the above limitation on liability if we have fraudulently concealed a defect or have provided a guarantee for our deliveries and services.

11. Data protection notice

We draw our contracting parties' attention to the fact that we process personal data exclusively for business purposes, such as processing orders, sending

advertising documents and other enquiries (e.g. guarantee enquiries), by way of electronic data processing in line with the requirements of the German Federal Data Protection Act.

As part of the executing of contracts or processing of orders, certain data (name, address, invoice data and information about payment processing in breach of contract by the customer) may be forwarded to credit agencies.

Our contracting parties consent to us forwarding messages and drawings etc. by way of electronic data traffic.

In the event that our contracting parties sustain damage as a result of electronic data consignments, for example as a result of computer viruses, the parties agree that in such cases we can only be rendered liable provided we are charged with intent or gross negligence.

12. Final provisions

The law of the Federal Republic of Germany by way of exclusion of the international uniform law, collision law provisions and by way of express exclusion of the UN Sales Law (CISG) applies to these General Terms and Conditions of Business and the legal relations between us and our contracting parties.

Preconditions and effects of the reservation of title are subject to the law that is applicable at the respective storage location of the item provided accordingly the implemented choice of law is unlawful or invalid in favour of German law.

Erfurt is deemed the place of jurisdiction provided our customer or Contractor is a merchant. If our Contractor, and customer, is a merchant within the meaning of HGB (German Commercial Code), legal person under public law or special federal funds, **Erfurt** is deemed the exclusive - including international - **place of jurisdiction** at our discretion for all disputes resulting from the contractual relationship. However, the Principal is also entitled to bring legal action at the place of performance that applies to its justified obligations.

In the event that a provision of these General Terms and Conditions of Business or a provision as part of other agreements entered into by the Principal and the Contractor are or become invalid, this shall not affect the validity of any other provisions or agreements; moreover these shall retain their binding force.

Subsidiary agreements regarding our contracts are subject to the written form in order to be deemed valid. This also applies to eliminating the written form requirement by way of an agreement.

(Status: 03/2016)

General Terms and Conditions of Purchase (Modell Technik Formenbau GmbH)

1. General

The following General Terms and Conditions of Purchase apply to business transactions entered into with:

- a) a person who, at the time of entering into the contract, acts by way of performing their commercial or self-employed professional activity (entrepreneur),
- b) legal persons under public law or special funds under public law.

These General Terms and Conditions of Purchase apply to all business relations with our Suppliers and are an integral part of all contracts that we enter into with our Suppliers regarding the deliveries and services they offer. They also apply to all future deliveries, services or offers of our Suppliers, even if they have not been separately agreed upon again.

These General Terms and Conditions of Purchase apply on an exclusive basis. General terms and conditions of business of our Suppliers or third parties that are contrary to, differ from or are supplementary to our conditions shall only be acknowledged by us if and insofar as we have expressly consented to the validity of such conditions in writing. This consent requirement shall also apply if, in knowledge of the general terms and conditions of the Supplier or a third party, we unconditionally accept their goods, services or deliveries.

A contract shall only be brought about with us upon acceptance of our Supplier's offer in the form of a written confirmation of order by us.

2. Shipping

In any case, the shipping risk shall be borne by the Supplier.

Our order number and other order information are to be stated in the shipping documents, consignment notes, package addresses and invoices and in the written correspondence regarding the order.

We shall only pay for packaging if remuneration in that respect was expressly agreed upon.

In the absence of agreements to the contrary, items are to be delivered free domicile.

The Supplier undertakes to take back transport packaging in accordance with the provisions of the valid packaging regulation.

3. Provisions

Substances, parts, containers, special packaging, tools and measuring equipment or the like (provisions) made available by us shall remain our property. In the case of processing, blending, mixing provisions, we shall acquire co-ownership of the new product in the proportion of the value of the provision to that of the total product. The Supplier does not have a right of retention, for whichever reason, to the provisions.

4. Secrecy

Insofar as documents, programmes, tools and data

etc. are made available to a Supplier to execute an order, these may only be made available to third parties following our prior, written consent.

For each case of a culpable violation of this obligation, the Supplier shall be subject, by way of exclusion of objecting to the continuation of an offence, to a conventional penalty - reasonable insofar in an individual case - in the sum of up to € 5,000.00.

This does not affect asserting a claim for further-reaching damage.

5. Prices

The prices offered by us are binding and fixed prices.

A surplus or shortfall quantity in respect of the quantities stated in the order shall not give rise to an entitlement to increase prices or make a supplementary claim.

Potential wage and material price increases are to be taken into consideration by our Suppliers prior to submitting offers and may not lead to subsequent price increases. The quantities are subject to change without notice from us.

6. Payment

a) The due date arises upon delivery/acceptance and following presentation of a proper and verifiable invoice.

We are entitled to impose a warranty holdback for the term of the warranty period in the sum of 5 % of the settlement amount. The Contractor is entitled to repay the warranty holdback by way of presenting an unlimited, irrevocable and absolute performance bond of a bank or credit insurer licensed in the EU in which the benefit of discussion is waived.

b) We shall make payments within 14 days following the due date and presentation of a verifiable invoice subject to deduction of a 3 % trade discount.

The payment period commences from the day of receipt of the invoice at our business premises.

7. Guarantee

a) The guarantee period is 2 years. The period shall commence upon acceptance of the entire performance. Acceptance of partial deliveries shall not be conducted. The acceptance shall be conducted in a formal manner. Notional or conclusive acceptance is excluded.

b) The Supplier guarantees that all parts of the delivery item correspond to the acknowledged technological developments. The VDE requirements apply to electrical parts. If the delivery item is faulty, we may request subsequent performance in accordance with the statutory regulation, withdraw from the contract, reduce the purchase price or claim for damages regarding non-performance and for compensation regarding expenses incurred in vain.

Similarly, in the case of defects we shall be entitled to provide performance or make arrangements for third parties to provide substitute performance,

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provided our Supplier, or Seller, fails to agree to eliminate the defect within 24 hours following receipt of our written notification of defects, and we may then provide such performance within a reasonable period and in the case of pending date delays in relation to end users.

If one of our Suppliers is commissioned with the task of further-processing a pre-fabricated semi-finished product, and such a semi-finished product is rendered wholly or only partially useless as a result of faulty further-processing on the part of the Supplier, the Supplier is to extensively compensate us for the entire damage we sustain as a result.

Substitute and own performance costs are specified in a flat-rate at 10 % of the order total. We are free to furnish proof of a higher amount, while the Supplier is free to furnish proof of a lower amount.

c) There is no entitlement to compensation for using the performance by us up until the assertion of guarantee claims.

d) If the contracting parties conduct negotiations about defects and damage of any kind, this shall suspend the guarantee period during the period of negotiations. If the negotiations have failed, the Supplier undertakes to provide written notification of this. The suspension of the guarantee period shall then also continue six months following receipt of the Supplier's notification.

8. Quality management

The Supplier is to constantly monitor the quality of its services. Prior to the delivery of the delivery items, the Supplier shall convince itself that the delivery items earmarked for delivery are free of faults and comply with the agreed technical requirements, and make available to us a written assurance in that respect.

9. Delivery periods

Confirmed delivery periods shall be deemed agreed upon as fixed periods such that a Supplier shall be deemed to be in default, without a warning, in the event of failure to deliver in good time.

Insofar as the end of a calendar week is specified for a delivery, the delivery is to be made at the latest by Friday, 4.00 pm. If a Supplier fails to honour the agreed delivery time, our rights - in particular in respect of withdrawal and claims for damages - shall be determined in accordance with the statutory requirements. This does not affect the following provision.

If the Supplier defaults in delivery, we may impose a contractual penalty of 1 % of the net price for each full calendar week in which the default applies, in total, however, not more than 5 % of the net price of the goods that are delivered late. We are entitled to impose the contractual penalty in addition to performance and as a minimum amount of claims for damages payable by the Supplier in accordance with the statutory requirements. This does not in any way affect asserting a claim for damage. If we accept the delayed delivery, we shall impose the contractual penalty at the latest upon the final payment.

In the case of failure to honour the delivery periods,

we shall also be entitled to make covering purchases.

Events of force majeure and other unavoidable, extraordinary circumstances that lead to performance disruptions shall entitle us to wholly or partially withdraw from the contract. Strikes at the Supplier's enterprise are not deemed events of force majeure or unavoidable, extraordinary circumstances.

10. Final provisions

The law of the Federal Republic of Germany by way of exclusion of the international uniform law, collision law provisions and by way of express exclusion of the UN Sales Law (CISG) applies to these General Terms and Conditions of Purchase and the legal relations between us and our Suppliers.

Preconditions and effects of a reservation of title are subject to the law that is applicable at the respective storage location of the item, provided accordingly the implemented choice of law is unlawful or invalid in favour of German law.

If our Supplier is a merchant within the meaning of HGB (German Commercial Code), a legal person under public law or special funds under public law, **Erfurt** is, at our discretion, deemed the exclusive - including international - **place of jurisdiction** for all disputes resulting from the contractual relationship.

In the event that a provision of these General Terms and Conditions of Purchase or a provision as part of other agreements entered into by us and our Supplier are or become invalid, this shall not affect the validity of any other provisions or agreements; moreover these shall retain their binding force.

Subsidiary agreements are subject to the written form in order to be deemed valid. This also applies to amending the written form requirement.

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