

General Sales Terms and Conditions of

**Georg Martin GmbH
Martinstrasse 55
63128 Dietzenbach
Germany**

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§ 1

General terms

- 1. These Sales Terms and Conditions apply to the delivery of goods under the contract made between Georg Martin and the Customer.**
- 2. These Sales Terms and Conditions have exclusive effect; no adverse terms and conditions, or terms of the Customer that deviate from our GTC are recognised, except to the extent that Georg Martin has specifically agreed to their effect in writing. Georg Martin's GTC also apply if Georg Martin agrees to implicitly make any delivery in awareness of any commercial terms and conditions of the Supplier that are adverse or deviant from Georg Martin's General Purchasing Terms. Any lack of response from Georg Martin's side still implies rejection of the terms and conditions of the Customer.**
- 3. These General Terms and Conditions also apply to future commercial relationships, even if these are not repeatedly specifically agreed upon.**

§ 2

Offers, the making of the contract

- 1. Georg Martin's offers are free and non-binding except to the extent that a binding term is specifically given. The Customer's order represents a binding offer that Georg Martin can accept by sending a confirmation of the offer, or by sending the goods within one week.**
- 2. Georg Martin reserves the ownership and copyrights on cost estimates, drawings, images, calculations and other documents. This also applies to written documents that are classified as "confidential ". The Customer shall obtain specific written consent from Georg Martin prior to the disclosure of any such documents to third parties.**
- 3. Tools, moulds, equipment and machinery that are produced by Georg Martin in order to manufacture the products ordered by the Customer remain property of Georg Martin, even if the Customer pays any reimbursement for them.**
- 4. Any additional agreements or changes require written confirmation for their validity.**

§ 3

Obligation to deliver and supply

1. If delivery deadlines form the basis for dispatching an order, then such deadlines start with the sending of the order confirmation, however, not before the Customer has obtained all documents, permissions, licenses that it has to obtain, and not before receipt of an agreed advance payment.

Unless agreed otherwise in the order confirmation, delivery shall be done on “ex works” terms. The delivery term is met if Georg Martin makes the purchased goods available on its premises, or has notified of its readiness to dispatch the goods.

2. Even if the law declares that one warning is sufficient, or that no warning is required at all, Georg Martin is deemed to be in delay with its delivery only upon expiry of an appropriate extended deadline given in a written notice. Agreed delivery terms extend automatically in case and by the duration of labour disputes, especially strikes and exclusions, and in cases of unavoidable hindrances that lay outside the scope of influence of Georg Martin. This provision also applies if such circumstances arise with any subcontractors or suppliers. Georg Martin shall not be liable for such circumstances as described here if they arise during the time of an already existing delay. Georg Martin shall communicate the start and end of such hindrances to the Customer as soon as possible.

3. If events of force majeure arise as described in the previous paragraph 2, which substantially alter the commercial significance or contents of the delivery, or have substantial impact on the business of Georg Martin, and if delivery turns out subsequently to be incapacitated due to a reason not attributable to Georg Martin, then the contract shall be adjusted accordingly. Should that be commercially unreasonable, then Georg Martin is entitled to withdraw, partly or entirely, from the Agreement. The Customer does not have the right to claim damages for the reason of such withdrawal. If Georg Martin avails itself of the right to withdraw from the Agreement, then Georg Martin shall forthwith notify the Customer even if an extended delivery deadline was agreed with the Customer beforehand.

4. If delivery is delayed upon request of the Customer, then Georg Martin will charge to the Customer, starting one month after notification of readiness to deliver, the costs of warehousing, however, not less than ½ % of the amount invoiced after each month in case of warehousing in Georg Martin’s works. Notwithstanding those above, Georg Martin has the right to make a different decision about the goods to deliver, upon unsuccessful lapse of an appropriate deadline, and to effect delivery to the Customer with an appropriate extended deadline.

5. Compliance with the delivery term is conditional on the delivery of the contractual obligations of the Customer. Defence against any defaulted contract remains unaffected.

6. The Customer has the right to withdraw from the individual contract only if Georg Martin is liable for non-compliance with the delivery terms, and if the Customer has unsuccessfully set an appropriate extended deadline for Georg Martin to deliver.

7. Partial deliveries are permissible except if the Customer is obviously not interested in receiving them, or if these are obviously not reasonable for the Customer to receive.

8. Surpluses and shortages in the deliveries determined by the manufacturing process are permissible up to ten percent of the ordered amount, which applies to both the total volume and individual partial amounts. The total price shall vary according to the volume of these.

9. Except to the extent as agreed otherwise, the following specifications shall apply to the condition of the goods:

Punched products: DIN 6930-m

Laser cut products: DIN EN ISO 9013-Klasse 2

Milled products: DIN EN 2768-m

Water jet cut products: DIN EN 2768-g

10. The shipping and packaging of the items purchased will be executed on base of our General Shipping Condition Logistics, visible and available for download at:

https://www.georg-martin.de/en/info-box/terms_and_conditions.html.

§ 4

Risks

Risks transfer to the Customer with the dispatch of the goods sold, in case of delivery “ex works” when the goods are made available at the premises of Georg Martin, or through notification of the readiness of the goods for dispatch, even if partial deliveries are done, or if Georg Martin has assumed other services such as e.g. freight costs or delivery and installation.

§ 5

Prices and payment terms

1. The price quoted is binding and represents the net price of the goods. The sales tax at its ever-current rate is not included in the prices; such tax shall be indicated in the invoice separately at the rate prescribed by law on the day when the invoice is made out.

2. If more than four months lapse between the signing of the contract and the delivery, and if the market price or of the manufacturing costs increase by the time of delivery, then Georg Martin is entitled to increase the price accordingly. If the increased price is higher by 20% or more than the agreed price, then the Customer has the right to

rescind from the contract. Such right shall be exercised immediately upon communication of the increased price. For otherwise non-cost-covering orders we reserve the right to set adequate order processing surcharges and / or minimum order values. The extra amounts are indicated separately in our offers and / or order confirmations.

3. Unless specifically agreed otherwise, prices shall be “ex works” Dietzenbach excluding packaging and freight.

4. Georg Martin delivers against advance cash payment, charge forward or with an invoice. In case of delivery with an invoice, all sums invoiced shall be payable within 30 days from delivery the latest; in case of delivery “ex works”, within 30 days from the goods’ being ready for delivery at the premises of Georg Martin, or notification of their readiness for delivery and receipt of the invoice. In case of cashless payment, the date of crediting the sums to the account of Georg Martin shall be of merit for the accuracy of payment.

5. If the Customer is in delay with payment, Georg Martin is entitled to charge, also without a repeated warning, late payment interest at 8 percentage points above the base rate as from time to time valid. The claim for damages beyond the late payment interest is not excluded. Further, Georg Martin is entitled to stop, following a written notice to the Customer, the delivery of its obligations until receipt of payment.

6. Bills of exchange are not recognised as payment means and shall not be accepted. In case of payment by cheque or other forms of remittance (except for bills of exchange), all eventual costs that are associated with these shall be reimbursed to Georg Martin by the Customer. Georg Martin accepts cheques provisionally until their liquidation, and for processing only.

7. Georg Martin reserves the right to claim, by way of written notice, advance payment or security at the amount of the invoiced sum of the delivery if any subsequent circumstances arise or become known to Georg Martin that jeopardise the claims of Georg Martin. If the Customer fails to supply advance payment or security within a reasonable deadline and following a written warning, then Georg Martin has the right to withdraw from the contract without setting any additional deadline.

8. The Customer shall check account statements, in particular statements of balance and other accounts and notices for their accuracy and completeness. Complaints against account statements can be effected in writing within one month from the date of the invoice; all other complaints shall be made without any delay. The omission to make timely complaints is seen as consent.

§ 6

Export Control

1. The supply of items (products, software, technology) in the performance of this contract may be subject to restrictions and prohibitions. The Customer shall comply with all applicable export control regulations and corresponding restrictions. This particularly applies to European, German and, if relevant, provisions of US law relating

to (re-) exports. In the case of a re-sale / forwarding of the supplied items, the Customer shall draw the recipient's attention to the provisions of export control law.

2. In particular, the Customer shall ensure that items are not used, either directly or indirectly, for a purpose that is connected in any way to chemical, biological or nuclear weapons and their carrying systems. Furthermore, he shall ensure that the items are not put, either directly or indirectly, to a military end-use in a country subject to a weapons embargo. The Customer shall not sell, export, re-export, supply, forward the items or otherwise make them available to persons, companies, facilities, organisations or in countries, either directly or indirectly, if doing so would violate European, German or any relevant provisions of US law relating to (re-) exports.

3. The Customer shall, on request, issue and send originals of the required end use certificates necessary for the application of export licenses and in accordance with the respective specifications of the export authorities.

4. The Customer shall be fully liable for any loss suffered that has been caused by his failure to comply with the applicable export control provisions or US (re-) export provisions.

5. The performance of the contract and corresponding obligations relating to supply are subject to the condition that the required export or transfer licenses or any other authorisations required by foreign trade law or clearances by the competent authorities are issued and there are no other legal restrictions owing to provisions of export control law that must be complied with.

6. The Customer shall be responsible for all taxes, charges and duties in connection with the service outside the Federal Republic of Germany and compensate us if applicable.

§ 7

Data privacy

Personal data disclosed shall be stored and used by Georg Martin subject to the legal regulations and according to the assignment.

§ 8

No set-off or withholding

1. The Customer can only set off undisputed or legally final and binding claims against the payment claims of Georg Martin.

2. The Customer is not entitled to submit claims based on the right to withhold sums against the payment claims of Georg Martin, not even on the basis of quality complaints, except if these result from the same contractual relationship.

§ 9

Reservation of ownership

1. Georg Martin retains the ownership of delivered goods until complete payment of all claims under the delivery contract. Such reservation of ownership also applies to claims that Georg Martin affords against the Customer on the basis of their current commercial relationship (extended reservation of ownership).

2. The processing or alteration or repurposing of the purchased goods by the Customer always happens on behalf of and under assignment from Georg Martin. In this case the Customer's expectant right attached to the purchased goods continues in the redesigned object. If the purchased goods are processed with objects that do not form property of Georg Martin, then Georg Martin shall obtain co-ownership of the new thing in proportion to the objective value of the purchased goods against the other processed things at the time of processing. The same applies to the case of blending. If blending is done in such way that the Customer's thing is to be considered the main object, then the parties agree that the Customer assigns the proportionate co-ownership of the object, and takes care of the sole ownership or co-ownership on behalf of Georg Martin. As security for the claims of Georg Martin against the Customer, the Customer assigns to Georg Martin also claims that the Customer has obtained against third parties through the attachment of the goods under reserved ownership to a real property; Georg Martin accepts such assignment already now.

3. The Customer has the right to effect further sale of the goods under reserved ownership in the course of normal business. The Customer cedes claims from the further sale of goods under reserved ownership to Georg Martin already with this Agreement. Such assignment shall be valid irrespective of whether or not the thing is sold before or after processing. The Customer remains authorised to collect such claims even after their assignment. The right of Georg Martin to collect such claims itself remains nonetheless valid. However, Georg Martin shall not collect such claims as long as the Customer meets its payment obligations from the revenues collected, if it is not in payment delay, and, in particular, if no appeal for an insolvency procedure is initiated, and there is no suspension of payments.

4. Georg Martin undertakes to release the securities provided to it by the Customer upon its request, provided that their value exceeds the value of the secured goods by more than 20 %.

5. Georg Martin is authorised to take out, to the Customer's cost, insurance cover for the supply goods against theft, breaking, fire, flood and other damages if the Customer cannot be proven to have taken out such insurance cover.

6. In case of violation of the contract by the Customer, especially in case of payment delay, Georg Martin is entitled to repossess the supply goods after setting a deadline, and the Customer is obliged to hand over the goods. The legal requirements on the need to set a deadline remain unaffected. Any use of the reserved ownership right, or the repossession of the supply goods by Georg Martin shall not be deemed a rescindment from the contract.

7. The Customer shall not pledge or surrender as security the supply goods. In case of pledges or confiscation, or other measures by third parties, the Customer shall immediately notify Georg Martin with sending all documents necessary for an

intervention, and shall call the attention of such third parties to the reservation of ownership. If the third party is not in the position to reimburse to Georg Martin the costs of legal and out of court costs of an intervention, then the Customer shall be liable for the loss that Georg Martin suffers.

§ 10

Warranty

- 1. The warranty rights of the Customer require that the Customer has duly complied with its examination and complaint obligations as set forth in Article 377 HGB (German Commercial Code). Complaints concerning the number, weight or condition of the goods shall be reported to Georg Martin in writing immediately upon their discovery but not later than one week after receipt of the delivery, according to an earlier reporting obligation set by the law.**
- 2. If, despite all care and diligence afforded, the delivered goods show any shortcomings at the time of transfer of risks, then Georg Martin shall, within its own discretion, decide to repair or replace the goods, provided that a complaint is filed within the deadline. Georg Martin shall always be granted the opportunity to cure the shortcomings within a reasonable deadline. Faulty goods shall be returned to Georg Martin immediately if requested; Georg Martin shall assume the transport costs if the complaint is justified.**
- 3. Claims for complaints are not eligible in case of insignificant deviations from the agreed conditions, or in case of insignificant impact on usability, or in case of natural wear and tear, or in case of damages that arise from wrong or negligent use, or excessive use, or inappropriate supplies, or defective construction works, or inappropriate ground conditions of the land plot, or chemical, electrochemical or electronic effect after the transfer of risks, which are not provided for in this Agreement. If the Customer or any third party effects any improper works for the consignment of the goods into operation or any alterations, then no complaints shall be filed for consequences arising therefrom either.**
- 4. The Customer shall afford Georg Martin sufficient time and opportunity to do all repairs and replacement deliveries that Georg Martin deems necessary on the basis of reasonable discretion upon coordination with Georg Martin; otherwise Georg Martin shall be released from its obligation to indemnify. The Customer is entitled to cure the shortcoming itself, or have a third party cure it, only in urgent cases of operational safety, or for the avoidance of unreasonably substantial damages – of which Georg Martin must be notified immediately –, or if Georg Martin is in delay with the remedy of the shortcoming.**
- 5. If the remedy is unsuccessful, the Customer may – irrespective of eventual claims for damages – rescind from the contract or reduce the compensation payable. Repair or replacement deliveries are deemed unsuccessful if three attempts at repairing the shortcoming fail to lead to any success.**
- 6. Direct costs arising from any repair works or replacement deliveries shall be carried by Georg Martin, provided that the complaint turns out to be justified, together with**

the costs of the replacement parts including freight and the reasonable costs of assembly and disassembly. Claims of the Customer for expenses related to the repair of shortcomings, in particular costs of transport, freight, work and materials are excluded if these expenses increase due to the fact that the goods delivered by Georg Martin must then be transported to a different location than the Customer's site, except to the extent that such transfer corresponds to the proper use of the goods.

7. Recourse claims of the Customer against Georg Martin are allowed only to the extent that the Customer has not come to an agreement with its own customer that goes beyond the legally mandatory complaint claims. The scope of recourse claims of the Customer against Georg Martin is further under the effect of article 6 hereof accordingly.

8. We do not assume any guarantees in the legal sense.

9. Complaints lapse after 12 months. This does not apply if the law mandatorily prescribes a longer term, especially in case of defects of a building and of goods that have been used, according to their proper form of use, for the purpose of a building and have caused its defect. The 1st sentence also does not apply to damages arising from any injury to life, bodily integrity or health of persons, in case of intentional or grossly negligent conduct, or in cases of other violations of material contractual obligations (which include obligations the delivery of which allow the proper delivery of the Agreement in the first place, and the compliance with which is something that the Customer regularly relies and can rely on) by the legal representatives or leading executives of Georg Martin.

§ 11

Liability for damages

1. Any other or further claims of the Customer against Georg Martin are excluded except if other provisions allow hereinafter. This applies, in particular, to claims for damages due to the violation of obligations arising from the contractual relationship and inappropriate handling. Georg Martin is not liable for damages that are not suffered by the delivered goods directly. First of all, Georg Martin is not liable for any lost income or other damages to the assets of the Customer.

2. These limitations of liability do not apply to the cases of intentional or grossly negligent conduct by the legal representatives or leading executives of Georg Martin, and in cases of culpable violation of material contractual obligations, or of other obligations the delivery of which allow the proper delivery of the Agreement in the first place, and the compliance with which is something that the Customer regularly relies and can rely on. In case of culpable violation of material provisions of the Agreement Georg Martin is only liable for damages that are typical for the Agreement and can be predicted reasonably, except for the cases of intentional or grossly negligent conduct by the legal representatives or leading executives of Georg Martin.

3. These limitations of liability also do not apply to cases when liability is assumed for personal or property damages suffered from defects of objects that are provided for personal private use under the law on product liability. They also do not apply to

cases of injury to life, bodily integrity or health, and if guaranteed characteristics of the goods are missing, if and to the extent that the purpose of such guarantee is to secure the Customer against damages that are not suffered by the supply goods directly.

4. If the liability for damages by Georg Martin is excluded or limited, then this also applies with regard to the personal liability of its employees, workers, staff, representatives and agents.

§ 12

Lapse of own claims

Contrary to Articles 195 and 199 BGB (German Civil Code), Georg Martin's claims for payment lapse after five years from their due date.

§ 13

Closing provisions

1. If any of the provisions of these General Terms and Conditions is or turns out to be ineffective or unenforceable, then that does not affect the validity of all remaining provisions. The same applies to the case when any other contractual agreement is or becomes ineffective or unenforceable. Any ineffective or unenforceable other contractual provision shall be replaced by another provision that comes as close as possible to the commercial and legal purpose of the ineffective or unenforceable provision.

2. Changes and amendments to these General Purchasing Terms and other contractual agreements require the written form for their validity. Any deviation from this requirement for the written form also needs to be made in writing.

3. Except to the extent provided otherwise in the contract, the place of delivery and payment is the registered seat of Georg Martin.

4. The court having geographical authority over the registered seat of Georg Martin is the exclusive place of jurisdiction. However, Georg Martin also has the right to file claims against the Supplier with courts of jurisdiction over the registered seat of the Supplier.

5. The law of the Federal Republic of Germany is the governing law. The use of the UN Convention on Contracts for the International Sale of Goods is excluded.