

## General Terms and Conditions of Sale

The following pages contain the current general terms and conditions of sale of Brugger GmbH

### 1. Quotations

Our quotations are subject to change until the conclusion of the contract. We reserve the right of ownership and copyright to cost estimates, drawings and other documents; they may not be made accessible to third parties. With regard to patent, design and trademark protection, acceptance and execution of orders shall be at the risk of the customer. The customer also assumes liability that the rights of third parties are not infringed by the use of drawings, samples, etc. sent in.

### 2. Transactions

All contracts concluded with us, even if they are concluded orally by representatives of our company, require our written confirmation in order to be legally effective.

Our General Terms and Conditions shall also apply to all future contracts. Even if individual provisions are invalid, the remaining content shall remain binding. Deviating agreements and supplements shall only be effective if they have been confirmed by us in writing. Any terms and conditions of the orderer are not binding for us, even if we do not expressly contradict them.

### 3. Delivery

Deliveries before the expiry of the delivery time and partial deliveries are permissible. All events which make delivery considerably more difficult or impossible for us shall entitle us either to postpone delivery for the duration of the hindrance and a reasonable start-up period or to withdraw from the contract on account of the part not yet fulfilled. If the delivery time is exceeded by one month, we shall declare to the customer at his request within 2 weeks whether we will withdraw from the contract or deliver within a reasonable period of grace.

After expiry of the period of explanation or grace, the customer shall be entitled to withdraw from the contract.

Further claims due to delayed delivery are excluded.

### 4. Prices / Shipping

Our prices are ex works in Euro including standard packaging. From an order value of EUR 150, the seller assumes the shipping costs free destination within the Federal Republic of Germany, unless otherwise agreed. Unless otherwise agreed, the shipping route and means are at the discretion of the seller. The weight determined by us shall be decisive for the calculation of the freight costs.

### 5. Payment

Unless otherwise agreed, our invoices are payable 10 days after the invoice date with 2% discount or 30 days net without deduction.

In the event of a deterioration in the financial situation of the purchaser after conclusion of the contract, our claim shall become due immediately, even in the event of a deferral. It is then also agreed that our claims against the customer can be offset against the customer's claims against us. In this case we are also entitled to withdraw from the order or to claim damages for non-performance. In the event of missed deadlines, we shall be entitled to charge interest on arrears at a rate of 5% above the prime rate of the ECB.

### 6 Warranty

Complaints must be made to us in writing without delay, but no later than two weeks after receipt of the delivery. Complaints made later shall be disregarded.

We shall be given the opportunity to verify the complaints on site. Objected items are to be returned to us at our request. Returns without our prior consent are not permitted.

In the event of proven material or manufacturing defects, we shall provide a warranty in accordance with the following provisions:

Unusable pieces will either be taken back at the invoiced price or replaced by new pieces corresponding to the original order against return of the unsuitable ones free of charge ex our works. If the pieces can be repaired, we shall also be entitled to repair them.

All warranty claims shall become statute-barred in accordance with the statutory provisions. Further warranty and compensation claims of any kind are excluded.

### 7 Exclusion of liability

In all cases of damage, claims for damages against us on any legal grounds, in particular also for compensation for damage not occurring to the delivery item itself, are excluded, insofar as this is legally permissible.

The purchaser is obliged to impose this exclusion of liability on his customers whenever he sells our products. In the event of non-fulfillment of this obligation, the purchaser shall compensate us for any damage incurred as a result.

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### 8. Retention of title

The goods delivered by us remain our property until full payment of the purchase price and until payment of all other claims, including future claims, arising from the business relationship. The acceptance of a bill of exchange or check shall not be considered as payment as long as it has not been cashed.

The customer may not pledge the goods subject to retention of title to third parties or assign them as security. The purchaser shall provide us with the documents required to assert our rights at his own expense in the event of seizure or any other impairment of our rights by third parties.

The processing of the goods subject to retention of title by the customer shall be carried out for us to the exclusion of the acquisition of ownership in accordance with § 950 BGB (German Civil Code), without this giving rise to any liabilities on our part.

If the goods subject to retention of title are processed, combined or mixed with items not belonging to us, we shall acquire co-ownership of the intermediate and final products in the ratio of the purchase value of our goods to the value of the total products. The new products shall be stored for us to this extent.

The customer shall be entitled to sell the goods subject to retention of title and the products manufactured therefrom in the ordinary course of business if he, for his part, retains title to the sold goods under conditions corresponding to our retention of title. The purchaser hereby assigns to us the claim against his customers arising from the resale, together with all ancillary rights, as security for our claims. If the goods subject to retention of title are sold after processing or combination or together with the goods of other suppliers, the fraction of the claims against the purchaser is assigned to us which corresponds to the purchase value of our goods used for the delivery at the sales price.

The purchaser is authorized to collect the assigned claims as long as he meets his payment obligations towards us. Upon request, the purchaser shall inform us of his customers and hand over the documents required for the assertion of our rights. In the event of default in payment and cessation of payments, we shall be entitled to collect the assigned claims ourselves and, in order to ascertain them, to have the business records of the customer inspected by a third party bound to professional secrecy. If the securities to which we are entitled hereunder exceed our claims by more than 20%, we shall, at the request of the Purchaser, release securities in the amount of the excess at our discretion.

### 9. Tool costs

Unless otherwise agreed, tool costs shall be charged on a pro rata basis without this giving rise to any claims to the tool.

### 10. Place of performance and court of jurisdiction

The place of performance and jurisdiction for deliveries and payments as well as for all disputes arising between the parties shall be the registered office of the Seller. In addition, we are also entitled to take legal action at the registered office of the purchaser.