

## GENERAL CONDITIONS FOR DELIVERY AND PAYMENT FOR BFL FEINSTANZTEILE GMBH

### I. General conditions, area of application

1. These conditions for delivery apply exclusively. General conditions of the purchaser that contradict or differ from these conditions will not be acknowledged unless bfl has consented to the purchaser's general conditions in writing for the particular case. These conditions for delivery also apply if bfl accepts or fills orders with the awareness that the purchaser's conditions for delivery contradict or differ from these conditions.
2. These conditions for delivery also apply for all future orders made by the purchaser until such time that bfl announces that new delivery conditions have come into effect.

### II. Conclusion of the contract

1. Contracts for delivery, orders and delivery schedules as well as modifications and amendments must always be in written form; electronic data transfer is also acknowledged as written form.
2. Orders in writing made by the purchaser are only binding after bfl confirms the order in writing.

### III. Subject of contract

1. bfl shall supply the purchaser with the products agreed upon in the contract.
2. bfl shall produce and deliver the contractual products in its own production facilities both domestically and abroad. Finishing/enhancement services may be completed on behalf of bfl by qualified third party companies by prior arrangement with the purchaser.

### IV. Obligation to deliver or take delivery

1. Delivery periods are set after all of the documentation required for completing the order has been received. In the case that bfl, in order to produce the contracted parts, still has to manufacture tools, or have them manufactured by a third party company, the period for delivery is set when delivery is taken on the initial sample parts. When notice is given that shipment is being prepared for delivery or is complete, the delivery deadline is considered to have been met in the case that shipment is delayed or is/becomes impossible through no fault of bfl.
2. As appropriate, partial deliveries and reasonable differences from quantities ordered (+/- 10%) are allowable. If the order consists of call-up orders, the difference in quantity refers to the particular partial delivery, according to sentence 1.

### V. Quantity contract and demand forecast for repeated deliveries (serial supply)

1. The purchaser plans for its needs within the framework of a revolving demand forecast for a period of 12 months. The demand forecast shall be updated monthly and includes
  - the probable quantity needed for the year
  - the probable quantity needed for the next 6 months
  - the binding quantity needed for the next 3 months; The information regarding the demand for the following 6 months is regarded as an approval for ordering the respective material.
2. If the quantities required are not communicated, are not correct or are communicated too late, bfl is not responsible for any related damage that may occur. This applies in particular to losses experienced by the purchaser due to lack of production capacity at bfl.

### VI. Prices, delivery and payment

1. All offers are subject to change as long as a particular offer is not expressly designated as binding.
2. All prices are subject to statutory sales tax and do not include, unless otherwise specified, transportation costs, customs or import duties, additional handling fees or packaging.
3. bfl expressly reserves the right to carry out price adjustment negotiations if costs increase after the contract has been concluded, in particular, due to labor agreements and/or modifications to the following factors, upon which the sales price is based:
  - material costs
  - energy/power costs
  - finishing/enhancement treatment costsUpon request, bfl will provide the customer with proof of individual cost increases.

4. For new orders (follow-up orders) bfl is only bound by the previous prices within the context of the material purchase as approved by 6 month demand forecast (V1).

5. Payment for the delivered parts shall be made in the currency listed in the invoice within 14 days with 2% discount or within 30 days in full. Eligibility for discounts requires that all previously undisputed invoices be paid.

6. Payment for the tools is due as follows:

- 1/3 after order confirmation
- 1/3 upon delivery of initial samples
- 1/3 when the purchaser approves the initial sample

The partial payments listed above are due and payable with no discount within 14 days after the invoice has been issued. If the purchaser wishes to have modifications after the initial sample has been delivered, the entire payment is due immediately.

7. If the agreed upon deadline for payment is not met, interest shall be calculated at the legal rate of 8 percentage points above the respective base interest rate of the European Central Bank unless bfl can demonstrate to the customer that greater losses occurred. The purchaser reserves the right to prove that the losses were less.
8. In response to any payment claims made by bfl, the purchaser may make a counter claim or exercise the right to withhold payment only as far as the counter claim is undisputed or legally established.
9. In the case of persistent non-compliance with the payment conditions or circumstances that justify serious doubt as to the purchaser's credit worthiness, all bfl claims for payment become due and payable immediately. In addition, in such a case, bfl has the right to demand pre-payment for all outstanding deliveries and to withdraw from the contract after an appropriate waiting period has elapsed without satisfactory resolution.

### VII. Packaging, shipment, transfer of risk and non-acceptance of delivery

1. If no other agreement is made, bfl selects the packaging, type of shipment and dispatch route.
2. If the shipment is not subject to transportation costs, the risk is transferred to the purchaser when the shipment leaves this shipping facility. If the purchaser is responsible for delaying the shipment, the risk is transferred when notice is given that the shipment is ready for delivery.
3. At the written request of the purchaser, the goods shall be insured at the purchaser's expense against the risks designated by the purchaser.

### VIII. Transfer of ownership and retaining ownership

1. bfl retains ownership of all delivered parts until complete payment is made; in case of ongoing demand, ownership is retained as a security for paying the balance.
2. If the purchaser falls into arrears, bfl has the right to demand the surrender of the parts/products for which it has retained ownership, without requiring a withdrawal from the contract.
3. If the purchaser combines the goods into a single object and if the other object is considered the principal object, the purchaser is required to transfer partial ownership to bfl inasmuch as the principal object belongs to the purchaser. bfl and the purchaser hereby expressly agree that bfl shall own a percentage of the principle object. To calculate the percentage, the value of the parts supplied by bfl shall be determined in terms of the overall value of the principle object.
4. If the purchaser disposes of delivered goods according to their intended purpose, at that time the purchaser cedes to bfl all of his rights to claim payment from his customer along with all additional rights arising from this transaction until the debts owed bfl are completely paid. Refer to the agreement in number 3 (shared ownership) with regard to the amount.
5. In the case that the tool and/or application costs are passed on as a percentage, these costs do not include bfl's expenditures for design, construction, start-up, ongoing maintenance, service, etc. For this reason, the percentages of these tools or applications remain the property of bfl if no other agreements are made. bfl is not obligated to surrender any rights.

### IX. Taking delivery, use, and safekeeping of tools

1. If no other agreements are made, the ownership of the tools at bfl that have been ordered and designated as a partial delivery remain the property of bfl if costs for the design and/or construction of the tool were invoiced to the purchaser.
2. The purchaser shall take delivery of tools as soon as compliance with the agreed upon service description has been demonstrated.
3. Negligible discrepancies do not give the purchaser the right to refuse delivery.
4. If taking delivery is delayed for reasons not attributed to bfl, delivery is considered to have taken place 4 weeks after the initial selection parts have been shipped, at the latest.
5. The price for the tools includes the costs for a single specification test; however, costs for testing and processing equipment, for modifications required by the purchaser, and other extra expenditures for validation are not included. Inasmuch as bfl determines this work to be reasonable, the services are offered separately and the purchaser shall order and pay for them. Costs for further specification tests for which bfl is responsible are charged to them.
6. Tools manufactured and/or supplied by bfl are manufactured/supplied under the assumption that bfl will begin series production of these parts for the purchaser. The following also applies to these tools, which will be part of the production for the purchaser: Validation measures that the purchaser may require and/or quality assurance measures not foreseen by bfl that affect subsequent series production are not included in the tool and/or part costs quoted. Inasmuch as bfl determines this work to be reasonable, the services are offered separately and the purchaser shall order and pay for them.
7. If not otherwise agreed in an individual contract, bfl is obligated to keep the tools in working order at its own expense by employing economically justifiable and technically feasible measures for maintenance and repair and, in particular, to take care of the tools in an appropriate, professional manner. The liability for defects as agreed upon remains unaffected.
8. The purchaser assumes the costs for replacing tools and for reconditioning them when they can no longer be used due to normal wear. Replacement is required if the repair necessary to restore the tool are at least 80% of the costs to produce a new one.
9. bfl is responsible for the costs required to replace a tool that is lost or is no longer usable due to circumstances attributable to bfl.

### X. Quality and liability for defects for delivered parts

1. bfl guarantees that the delivered parts comply with the agreed upon description of services.
2. Delivered goods are to be inspected by the purchaser based on the routine course of business. If a defect is found it is to be reported immediately to bfl in writing. Neglecting to inform bfl about the defect is tantamount to approval of the full scope of delivery. This does not apply if the purchaser could not recognize the defect in a routine inspection. If a defect that could not be recognized immediately in a routine inspection becomes apparent at a later point in time, after the defect is discovered or becomes apparent to the purchaser, it must be immediately reported to bfl, otherwise the goods are considered to be approved even considering this defect. If a third party accepted the delivery, the purchaser shall be deemed to have neglected informing bfl about the defect in a timely manner.
3. First bfl renders supplementary performance for the defective goods, either by rectification and/or resupplying or producing new goods. If bfl is not able to remedy the defect within the context or resupply/producing new goods, the statutory rights apply for the purchaser.
4. In the context of the relationship between bfl and the purchaser, the information found in any documentation, brochures, drawings, service descriptions, etc. as well as references to technical norms do not indicate

a contractual undertaking in reference to the goods' properties or that bfl has issued a warranty. Such a contractual undertaking or warranty requires express written consent on the part of bfl.

5. In case of insignificant differences from the contractually agreed upon properties and condition, the purchaser has no recourse to legal warranty claims. However, this applies only when the insignificant discrepancy does not lead to any technical or economic losses for the purchaser. All warranty claims on the part of the purchaser are excluded if the defect can be attributed to not following the instructions for operation, maintenance or installation or to improper use. The purchaser is also deemed responsible for the actions of third parties in this case.
6. Should the parts produced and delivered on behalf of bfl be used outside of the context approved by bfl, bfl is not liable for material defects in this case.
7. The purchaser is obligated to inform bfl immediately about any adverse product characteristics recognized at the later point in time or any other possible risks related to the product.
8. Should the purchaser undertake, on his own authority, an improper reworking of the parts delivered by bfl, all contractual and statutory warranty claims are void.

### XI. Liability

1. In the case that bfl has caused damage within the purchaser's legal sphere, bfl is liable only as far as bfl and its management or fulfillment personnel can be charged with deliberate action or gross negligence. Moreover, bfl is also liable towards the purchaser in the context of slight negligence in the case that
  - injury to life, limb or health on the part of the purchaser can be proven
  - warranties on the part of bfl have been assumed and breached
  - significant contractual obligations have been breached
2. Liability on the part of bfl for any damages incurred by the purchaser or indirect damages such as lost profits due to a business interruption is expressly excluded.

### XII. Force majeure

The applicable term for delivery for bfl shall be extended accordingly in case of a force majeure event, in particular, a natural catastrophe, terrorist attack, civil disturbance and other such complications, for which bfl is not responsible. bfl shall inform the purchaser immediately regarding the delivery complications.

### XIII.

If bfl is obligated to deliver based on the purchaser's drawings, models, samples, etc., the purchaser is responsible for ensuring that the property rights of third parties in the country of destination for the goods are not damaged. In this context, the purchaser indemnifies bfl from all claims of third parties. In the case that a third party prohibits bfl's manufacture of the parts to be delivered to the purchaser, bfl is immediately entitled to stop production and delivery of the parts promised to the purchaser, without any obligation to review the legal situation, until a legally binding decision that clarifies the legal situation is submitted or an out of court agreement is reached. In the case that the delay caused by these circumstances is no longer acceptable to bfl, bfl is entitled to withdraw immediately. The arising claims for damage compensation made by the purchaser against bfl are made in accordance with the respective legal situation. The drawings, samples, etc. given to bfl on behalf of the purchaser shall be returned to the purchaser.

### XIII. Termination, cancellation

The contract can only be cancelled for significant reasons and then only in written form. Cancellation for significant reasons is possible with a notice of 10 working days after the party canceling the contract is aware of the reasons for the cancellation. A significant reason for cancellation exists in particular if a petition for bankruptcy proceedings that involves the assets of the other contractual partner is being filed or the proceedings are beginning or if the petition does not lead to proceedings because scope is lacking. In the case that the purchaser articulates a legitimate cancellation of the contract against bfl for a significant reason, the purchaser is still obligated to accept delivery of all of the parts produced up to that point and the material already purchased to produce the parts under the conditions of the agreement.

### XIV. Final clause

1. The validity of the provisions in these general business conditions is not affected should individual clauses be invalid. Invalid provisions shall be replaced by provisions that most closely approximate the invalid provision both legally and in economic terms.
2. The legal relationship of the parties is subject to the laws of the Federal Republic of Germany.
3. In the case that the contractual partner of bfl is a businessman, the exclusive place of jurisdiction shall be the business location of bfl for all claims that arise from or due to this contract. This also applies in the case that the purchaser does not have a general place of jurisdiction or address in Germany or for purchasers that have relocated their address or usual location or their business location after concluding the contract to a place outside the legal jurisdiction of the Federal Republic of Germany and if their usual location, business location or address, etc. is not known at the time the claim is raised.