

## Standard Conditions of Sale

### of Osterrath GmbH & Co. KG, Verbindungstechnische Präzision

#### I. Conclusion of contracts

1. Deliveries and services provided by Osterrath GmbH & Co. KG, Verbindungstechnische Präzision, shall be made exclusively on the basis of the following terms and conditions. Purchase terms applied by an ordering party shall be hereby countermanded; unless there is an express written agreement in individual cases, the General Terms of Business of an ordering party shall not be an integral part of any contract.
2. Offers made by us in respect of products and services shall be subject to change without notice. Contractual or similar representations must be made in writing. Orders shall be deemed to have been accepted only when they have been confirmed by us in writing.
3. Data media of any kind, illustrations, drawings, details of weights and measurements forming part of our offer shall be authoritative only in an approximate sense, unless they are expressly described as binding in the order confirmation. Our proprietary rights and copyrights in respect of all data media, illustrations, drawings, calculations and other documents are strictly reserved; access thereto may not be granted to any third parties. If they are to be passed on to third parties, the ordering party must obtain our prior agreement in writing.
4. In the case of special production items, we shall have the right to supply up to 10% more or less of the quantity ordered.
5. Items sent on approval shall be deemed to have been purchased with binding force unless they are returned within 21 days.

#### II. Prices, terms of payment

1. Unless otherwise agreed, our prices are deemed to be net cash ex-works, exclusive of packaging, freight and other forwarding charges. Should there be a significant change in payroll, material or energy costs prior to the delivery date, we shall then be entitled to request an appropriate adjustment to the price in consideration of these factors. This shall, however, subject to agreement to the contrary, only apply to deliveries after the lapse of a period of four months from conclusion of the contract.

2. The calculation of prices shall be governed by the number of units/delivery quantity as determined by us.
3. Our prices shall be deemed to be exclusive of statutory value-added tax, where value-added tax is chargeable. Where goods that are not intended for delivery within the territory of the Federal Republic of Germany are collected by the ordering party or its authorised agents, the ordering party must submit to us the export certificate required for taxation purposes. Should this certificate not be submitted, the ordering party must pay the rate of value-added tax applicable to deliveries within the Federal Republic of Germany, on the invoice amount.
4. Subject to agreements to the contrary, our invoices shall be payable within 30 days from the invoice date, without deduction of any discount. At the end of this period, we shall be entitled without further notice to charge interest at the statutory default interest rate (§ 288 German Civil Code, BGB). We reserve the right to submit proof of loss or damage caused by such default, if that is greater.
5. All claims by us shall be payable immediately, irrespective of the term of any bill of exchange accepted and credited, if our terms of payment are not complied with, or we are made aware of circumstances that might substantially reduce the credit status of the ordering party. We shall then also be entitled to effect any outstanding deliveries only against payment in advance or against the deposit of securities. The ordering party shall now hereby authorise us in the instances referred to above to enter its business premises, and to inspect and label the goods supplied.
6. Any set-off against claims by us shall be permitted only where counterclaims have been recognised or established as non-appealable.

### III. Reservation of title

1. We shall reserve title to consignments until all payments due in respect of the contract for delivery have been received by us. In the event of the ordering party failing to comply with the terms of the contract, and in particular in the event of default on payment, we shall be entitled to take back the consignment. Taking back of a consignment by us shall not be deemed to be a revocation of the contract, unless this had been expressly stated by us in writing. After taking back the consignment, we shall be empowered to realise it. Any income from the realisation shall be offset against the liabilities of the ordering party, less appropriate realisation costs.

2. The ordering party shall have the right at any time to resell the consignment in the ordinary course of business. It shall, however, now hereby assign to us all claims in the amount of the final invoice amount (inclusive of value-added tax) that accrue to it in respect of the resale against its customers or third parties, irrespective of whether or not the delivery item has been processed prior to being resold. The ordering party shall retain the right to recover this claim, even after assignment. Our authority to recover the claim ourselves shall not be affected thereby. However, we undertake not to recover the claim, provided the ordering party has complied with its obligations to pay the agreed prices, is not in default of payment, and in particular provided no application has been lodged for the opening of insolvency proceedings, or if payments have been suspended. Where this is the case, however, we may require the ordering party to provide us with more details of assigned claims and its debts, make all statements required for recovery, hand over the appurtenant documentation and notify its debtors (third parties) of the assignment.
3. The processing or remodelling of the delivery item by the ordering party shall in all cases be deemed to have been done on our behalf. If the delivery item is processed with other items that do not belong to us, we shall then acquire joint ownership of the new object in the ratio of the value of the item purchased to the other processed items at the time of processing. Objects created as a result of the processing shall otherwise be deemed to be equivalent to objects delivered under reserve.
4. If the delivery item should be mixed indivisibly with other items that do not belong to us, we shall then acquire joint ownership of the new object in the ratio of the value of the item purchased to the other items mixed with it at the time of mixing. If the mixing is done in such a way that the item held by the ordering party is to be regarded as the principal item, the ordering party shall be deemed to have agreed to transfer joint ownership to us pro rata. The ordering party shall preserve sole or joint ownership so arising for us.
5. The ordering party shall also assign to us as security for our claims against it such claims as arise against a third party from the amalgamation of the delivery item with property.
6. We hereby undertake to release such securities as are due to us at the request of the ordering party insofar as the value of our securities exceeds the claims to be secured by more than 10%. We shall be responsible for selecting the securities to be released.
7. Tools and moulds of all kinds produced by us shall remain our property, subject to any written agreement to the contrary.

#### IV. Periods for delivery, delivery dates

1. The periods for delivery shall begin on the date of our acceptance of the order, but not before all details of the order have been clarified in full; this shall apply mutatis mutandis to delivery dates. Periods for delivery and delivery dates shall be based on the date of dispatch ex-works. If the goods cannot be dispatched at the correct time, without any fault on our part, they shall be deemed to have been complied with by the notice of readiness for dispatch. Periods for delivery shall be extended – without prejudice to our rights in respect of default on the part of the ordering party – on the date from which the ordering party is in default of its obligations to us under this or any other contracts. This shall apply mutatis mutandis to delivery dates.
2. Partial deliveries shall be permitted. On request for call off, delivery of the goods must be taken within six months, unless agreed otherwise.
3. If we should be in default on delivery, the provisions of the law shall apply. Default shall, however, in all cases imply that an express warning has been given. Claims for compensation shall be made only where there is intent or gross negligence on the part of a manager or senior employee. The amount of such claims for compensation shall in each case be limited to such loss or damage as may be reasonably foreseeable; lost profit shall be excluded.
4. If the ordering party should be in default on acceptance, or in breach of any other duties to cooperate, we shall then have the right to demand compensation for any loss or damage incurred by us, including additional expenses, if any. In this case, the risk of accidental loss or accidental deterioration of the delivery item shall be transferred to the ordering party at the date on which it defaults on acceptance.
5. Events that occur by force majeure shall entitle us to defer delivery for the duration of the obstruction and with a reasonable start-up time. Should performance of the contract become unreasonable for either of the parties, it may in that respect withdraw from the contract. Force majeure shall be deemed to be equivalent to all circumstances that make it substantially more difficult or impossible for us to effect delivery, such as for example monetary and trade policy or other sovereign measures, strikes, lockouts, stoppages (e.g. fire, breakdown of machinery or roller breakages, shortages of raw materials or power) and the obstruction of traffic routes, irrespective of whether those circumstances occur at our premises, at the supply plant or with a subcontractor.

## V. Transfer of risk and dispatch

1. Unless otherwise stated in our acceptance of the order, it is agreed that delivery shall be "ex-works".
2. On handing over of the goods to the forwarding agent or carrier, but in any case not later than when they leave the plant, risk shall be transferred to the ordering party. The ordering party shall be responsible for insuring the goods.
3. Transportation shall be effected on behalf and for account of the ordering party.
4. Should loading or movement of the goods be delayed on any grounds for which we are not responsible, we, or our authorised agents, shall have the right to store the goods at our discretion, at the cost and risk of the ordering party, excluding our liability, to take all measures that we may deem appropriate to preserve the goods, and to charge the goods as delivered. We shall not, however, be under any obligation to do so.
5. In the absence of specific instructions from the ordering party, dispatch shall be effected at our discretion, without guaranteeing the cheapest mode of dispatch. We shall take care of packaging, protective materials or goods carriers in accordance with our normal practice, at the expense of the ordering party and excluding liability on our part. Rolls/spools charged for shall be credited pro rata if they are returned free of charge and in perfect condition; packaging, protective materials and goods carriers shall otherwise not be taken back.

## VI. Warranty and liability

1. Our products shall be deemed to be free of material defects when they are seen to be in the agreed condition on transfer of risk. The presence of slight defects (for instance caused by barrel plating process) or minor variations of quantity shall not justify any notice of defect. In the case of special production runs of up to 20,000 units, deliveries up to 25% above or below, or otherwise deliveries up to 10% above or below the quantity ordered shall be deemed to be in compliance with the contract. The ordering party shall be obliged to inspect the goods thoroughly on receipt for defects, and if there should be any defects, to notify us thereof immediately in writing.
2. Incorrect instructions for reprocessing/assembly instructions/other instructions for use shall not be cause for claims for material defect in respect of the delivery item. No warranty shall be given for the accuracy of product descriptions given by suppliers of components/input materials.

3. Justified claims of material defect shall be directed to subsequent performance. Subsequent performance shall, at our option, take the form of rectification of the defect or supply of non-defective goods. Claims for subsequent performance shall be limited to services provided at the original place of delivery. If so requested by us, the goods must be returned.
4. Claims for compensation shall be excluded, subject to the following provisions. This shall not apply to liability for loss or damage based on a deliberate or grossly negligent breach of duty caused by a legal representative or senior employee. This shall also not apply to culpable breach of material contractual obligations. Claims for compensation, if any, shall be limited to such loss or damage that may reasonably be foreseen, excluding loss of profit. The maximum amount of liability shall be €100,000.
5. Claims for defects shall be statute barred one year after delivery of the delivery item. This shall apply mutatis mutandis to recourse claims.
6. Mandatory product liability law and liability for culpable injury endangering life, physical injury and injury to health shall not be affected thereby.

## VII. General limitation of liability

Situations that are unconnected with the defective condition of the delivery object shall be subject mutatis mutandis to the limitations of liability, in accordance with VI. Fig. 4 above.

## VIII. Place of performance, choice of law and place of jurisdiction

1. Unless otherwise stated in our acceptance of the order, the place of performance shall be our principal place of business.
2. The contractual relationship between the ordering party and us shall be subject to the laws of the Federal Republic of Germany, to the exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods).
3. Provided the ordering party is a merchant, our principal place of business shall be the exclusive place of jurisdiction. We shall, however, have the right to select the place of business of the ordering party as the place of jurisdiction.

## IX. Translation

In the event of differences between the foreign language text and the German text, the German text alone shall be authoritative.