

## General Terms and Conditions of Sale of JM-Jäger GmbH

Version 09/2017

### I. Validity/Conclusion of contract

1. These General Terms and Conditions of Sale shall apply to all - including future - contracts with entrepreneurs, legal entities under public law and special funds under public law for deliveries and other services. Purchasing conditions of the buyer will not be accepted, even if we do not expressly object to them again after receipt by us.
2. Our offers are subject to confirmation and non-binding. Verbal agreements, promises, assurances, warranties, guarantees and statements regarding the intended use or purpose of our employees in connection with the conclusion of the contract are not binding and only become binding upon our confirmation in text form.
3. The co-delivery (supply) of test certificates according to DIN EN 10204 requires the agreement in text form. We are entitled to hand over copies of such certificates and to cover the customer and the exhibitor in such copies.
4. In case of doubt, the Incoterms in their latest version shall be authoritative for the interpretation of commercial clauses.

### II. prices

Unless otherwise agreed, the prices are quoted ex works or ex warehouse plus freight, value added tax and import duties. The goods are invoiced "gross for net".

### III. Payment and Settlement

1. Payment must be made - without any discount deduction - in such a way that we can dispose of the amount on the due date. This shall also apply if the test certificates agreed for delivery in accordance with DIN EN 10204 are missing or arrive late. The Buyer shall bear the costs of payment transactions. The Buyer shall only be entitled to a right of retention and a right of set-off insofar as his counterclaims are undisputed or have been legally established, they are based on the same contractual relationship with the Seller and/or they would entitle the Buyer to refuse performance pursuant to § 320 BGB (German Civil Code).
2. Unless otherwise agreed, our invoices are due 14 days after the invoice date. If the term of payment is exceeded, at the latest from the date of default, we shall charge interest on arrears in the statutory amount (§ 288 BGB), unless higher interest rates have been agreed. In addition, we will charge a lump sum for default in the amount of € 40.00. We reserve the right to claim further damages for default.
3. If it becomes apparent after conclusion of the contract that our claim for payment is endangered by the Buyer's lack of solvency, or if the Buyer is in default of payment with a considerable amount or if other circumstances arise which indicate that the Buyer's solvency has deteriorated significantly, we may refuse agreed advance payments. In such cases, we are also entitled to demand payment of all claims not yet due from the current business relationship with the buyer.

4. An agreed cash discount always refers only to the invoice value excluding freight and presupposes the complete settlement of all due liabilities of the buyer at the time of the discount. Unless otherwise agreed, discount periods shall commence from the invoice date.

#### IV. Execution of deliveries, delivery periods and dates

1. Our delivery obligation is subject to the reservation of correct and punctual self-delivery and, in the case of import transactions, also subject to the timely receipt of surveillance documents and import permits.

2. Information on delivery times are approximate. Delivery periods shall commence on the date of our order confirmation and shall only apply if all details of the order have been clarified in good time and all obligations of the Buyer have been fulfilled in due time, such as the provision of all official certificates, letters of credit and guarantees, advance payments or drawings approved by the Buyer.

3. The time of dispatch from the factory or warehouse is decisive for adherence to delivery periods and deadlines. They shall be deemed to have been complied with upon notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of ours.

4. The buyer must ensure a smooth acceptance of the goods and inform us in good time of any difficult delivery conditions. The buyer must unload immediately and properly. If we or third parties cooperate in this, this is done without any legal obligation and at the risk of the buyer.

5. Events of force majeure entitle us to postpone deliveries for the duration of the hindrance and a reasonable start-up time. This shall also apply if such events occur during a given delay. Acts of God shall be deemed equivalent to monetary, trade policy and other sovereign measures, strikes, lockouts, operational disruptions for which we are not responsible (e. g. fire, machine and roller breakage, lack of raw materials and energy), obstruction of transport routes, delays in import/customs clearance, as well as all other circumstances which, without our fault, make the deliveries and services considerably more difficult or impossible. It is irrelevant whether the circumstances occur with us, the supplier or another supplier. If, as a result of the aforementioned events, the execution becomes unreasonable for one of the contracting parties, it may withdraw from the contract by immediate declaration in text form.

#### V. Retention of title

1. The delivered goods remain the property of the seller until the purchase price has been paid in full. The buyer is obliged to take the necessary measures to maintain the reservation of title - or a comparable security interest in the country of his place of business or in a different country of destination - and to prove this to us on request.

2. As far as permissible under the law of the country in which the goods are located, the following supplementary provisions shall apply:

a. The delivered goods remain our property (goods subject to retention of title) until the fulfilment of all claims, in particular the respective balance claims, which we are entitled to within the scope of the business relationship (reservation of balance). This also applies to future and conditional claims and also if payments are made on specially designated claims. This reservation of balance shall expire definitively upon settlement of all claims still outstanding at the time of payment and covered by this reservation of balance. However, the reservation of balance does not apply to prepayment or cash transactions that are settled concurrently.

b. Processing and processing of the goods subject to retention of title shall be carried out on our behalf as a manufacturer within the meaning of § 950 BGB (German Civil Code) without any obligation on our part. The processed and processed goods shall be regarded as goods subject to retention of title within the meaning of No. 2 a. In the event of processing, combination and mixing of the reserved goods with other goods by the buyer, we shall be entitled to co-ownership of the new item in proportion to the ratio of the invoice value of the reserved goods to the invoice value of the other goods used. If our property lapses due to connection or mixing, the buyer transfers to us already now the ownership rights of the new stock or the item to which he is entitled within the scope of the invoice value of the goods subject to retention of title and stores them free of charge for us. Our co-ownership rights are deemed to be reserved goods within the meaning of No. 2 a.

c. The buyer may only sell the goods subject to retention of title in the ordinary course of business at his normal business conditions and as long as he is not in default, provided that the claims arising from the resale are transferred to us in accordance with d) to e). He is not entitled to dispose of the reserved goods in any other way.

d. The claims arising from the resale of the goods subject to retention of title are hereby assigned to us together with all securities which the buyer acquires for the claim. They serve as security to the same extent as the reserved goods. If the goods subject to retention of title are sold by the buyer together with other goods not sold by us, the claim from the resale shall be assigned to us in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods sold. In the event of the sale of goods in which we have co-ownership shares, a part corresponding to our co-ownership share shall be assigned to us.

e. The buyer is entitled to collect claims from the resale. This authorisation to collect shall expire in the event of our revocation, but at the latest in the event of default of payment, non-repayment of a bill of exchange or application for the opening of insolvency proceedings. We will only make use of our right of revocation if, after conclusion of the contract, it becomes apparent that our claim for payment from this or other contracts with the buyer is endangered by his lack of solvency. At our request, the buyer shall be obliged to inform his customers immediately of the assignment to us and to provide us with the documents necessary for collection.

f. The buyer must inform us immediately of any seizure or other impairments by third parties. The Buyer shall bear all costs which must be incurred for the cancellation of access, sorting out or return transport of the reserved goods, unless they are replaced by third parties.

g. If the invoice value of the existing securities exceeds the secured claims including ancillary claims (interest, costs, etc.) by more than 50 percent in total, we are obliged to release securities of our choice at the request of the buyer.

## VI. Weights

1. The weights shall be determined by the weighing carried out by us or our supplier. Proof of weight shall be provided on presentation of the weighing slip. We can also determine weights without weighing by length and/or theoretically, whereby we can determine the dimensions according to statistical methods. We shall be entitled to increase the theoretical weight by 2 1/2 % (trade weight) to compensate for rolling and thickness tolerances and to base the calculation on a commercial weight of 8 kp/dm<sup>3</sup>.

2. The quantities, bundles, etc. stated in the dispatch advice are not binding for goods calculated according to weight. The total weight of the consignment shall apply unless individual weighing is normally carried out. Differences in relation to the calculated individual weights are distributed proportionally.

#### VII Acceptances

1. If acceptance has been agreed, the goods can only be accepted in our warehouse, immediately after notification of readiness for acceptance. The Buyer shall bear the personal acceptance costs, the material acceptance costs shall be charged to him in accordance with our price list or the price list of the supplier.

2. If the goods are not, not on time or not completely accepted without our fault, we shall be entitled to dispatch them without acceptance or to store them at the expense and risk of the purchaser and to charge them to him.

3. In the case of acceptance tests that exceed the agreed standards, the buyer shall bear all associated risks and costs.

#### VIII. Call orders, continuous deliveries

1. in the case of contracts with continuous delivery, we shall be given call-offs and grading for approximately equal monthly quantities; otherwise we shall be entitled to make the provisions ourselves at our own discretion.

2. If the individual call-offs exceed the total contract quantity, we shall be entitled, but not obliged, to deliver the excess quantity. We may charge the excess quantity at the prices valid at the time of call-off or delivery.

#### IX. Dispatch, transfer of risk, packaging, partial delivery

1. We determine the route and means of dispatch as well as the forwarding agent and carrier.

2. Goods notified ready for dispatch in accordance with the contract must be called off without delay, otherwise we are entitled to dispatch them at our discretion after reminder at the expense and risk of the buyer or to store them at our discretion and to invoice them immediately.

3. If, through no fault of our own, transport by the intended route or to the intended place is impossible or considerably impeded in the scheduled time, we shall be entitled to deliver by another route or to another place; the additional costs incurred shall be borne by the purchaser. The buyer will be given the opportunity to comment in advance.

4. In the case of call-off orders, the risk shall pass to the buyer upon provision of the goods for collection. In all other respects, the risk, including that of confiscation of the goods, shall pass to the buyer upon handing over of the goods to a forwarding agent or carrier, but no later than upon leaving the warehouse or the supplier's works, in all transactions, including carriage paid and free domicile deliveries. We shall only provide insurance cover if instructed by and at the expense of the purchaser. The unloading and its costs shall be borne by the buyer.

5. The goods are delivered unpacked and not protected against rust. If agreed, we deliver packed. Furthermore, we will take care of packaging, protective and/or transport aids at the

expense of the buyer. They will be taken back at our warehouse. We shall not bear the costs of the buyer for the return transport or for our own disposal of the packaging.

6. we are entitled to make partial deliveries to a reasonable extent. We are also entitled to reasonably exceed and fall short of the agreed delivery quantities. The indication of an "approximate" quantity entitles us to exceed or fall short of by up to 10%.

#### X. Technical advice, liability for material defects

1. Technical advice is given to the best of our knowledge and ability. However, it is non-binding and does not release the buyer from his own tests and trials. The buyer is responsible for the observance of legal and official regulations when using our goods.

2. The internal and external characteristics of the goods, in particular their quality, type and dimensions, are determined according to the agreed DIN and EN standards in force at the time of conclusion of the contract, unless otherwise agreed, and in the absence of such standards according to practice and custom. References to standards and similar regulations, to test certificates in accordance with DIN EN 10204 and similar certificates as well as information on the qualities, grades, dimensions, weights and usability of the goods are not warranties or guarantees, nor are declarations of conformity and corresponding markings such as CE and GS.

3. The statutory provisions shall apply to the examination of the goods and notification of defects, provided that the obligation to inspect the goods after delivery also extends to any inspection certificates in accordance with or in accordance with DIN EN 10204 and that we are to be notified of defects in the goods and inspection certificates in text form.

4. In the event that the goods are intended to be installed, the buyer is obliged within the framework of § 377 HGB (German Commercial Code) to inspect the relevant properties of the goods before they are installed and to notify us immediately of any defects in the goods. Insofar as the buyer fails to check the relevant properties of the goods prior to installation, he shall act with gross negligence. In this case, warranty rights in respect of these properties shall only be considered if the defect in question has been fraudulently concealed or if a guarantee has been given for the quality of the item.

5. In the event of a justified, timely notification of defects, we may, at our discretion, either remedy the defect or deliver goods free of defects (subsequent performance). In the event of failure or refusal of subsequent performance, the Buyer shall be entitled to the statutory rights. If the defect is not significant or if the goods have already been sold, processed or redesigned, he shall only be entitled to a reduction of the purchase price.

6. expenses in connection with subsequent performance shall only be borne by us to the extent that they are reasonable in individual cases, in particular in relation to the purchase price of the goods, but in no case exceed 150 % of the value of the goods. Costs of the buyer for the self-cleaning of a defect are excluded, without the legal requirements for this. We shall not assume any expenses arising from the fact that the goods sold have been brought to a place other than the agreed place of performance.

7. After the buyer has carried out an agreed acceptance of the goods, the buyer shall not be entitled to complain about material defects which were ascertainable at the agreed type of acceptance. If a defect remained unknown to the buyer due to negligence, he can only assert

rights for this defect if we have maliciously concealed the defect or if we have assumed a guarantee for the quality of the item.

8. in the case of goods sold as declassified material, the Purchaser shall not be entitled to any rights in respect of the declassification reasons given and such defects which are normally to be expected. In the case of the sale of Ila-Ware, our liability for material defects is excluded in accordance with Section XI No. 2 of these terms and conditions. Rust does not constitute a defect unless otherwise agreed and insofar as the agreed standards are complied with.

9. Further claims of the purchaser shall be governed by Section XI of these terms and conditions. The buyer's rights of recourse according to §§ 478,479 BGB remain unaffected.

#### XI Damages and statute of limitations

1. Due to breach of contractual and non-contractual obligations, in particular due to impossibility, delay, culpa in contrahendo and tort, we are only liable - also for our executives and other vicarious agents - in cases of intent and gross negligence, in cases of gross negligence limited to the typical damage foreseeable at the time of conclusion of the contract. In all other respects our liability is excluded, also for defects and consequential damages.

2. These restrictions do not apply in the case of culpable breach of essential contractual obligations, the violation of which jeopardizes the fulfilment of the purpose of the contract, or whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner may regularly rely. Furthermore, these limitations do not apply in the case of culpably caused damage to life, body and health and also do not apply if and to the extent that we have assumed the guarantee for the quality of the sold item and in cases of mandatory liability according to the Product Liability Act (product liability law). The rules on the burden of proof remain unaffected by this.

3. Unless otherwise agreed, contractual claims arising for the buyer against us on the occasion and in connection with the delivery of the goods shall become statute-barred one year after delivery of the goods. In the case of subsequent performance, the limitation period does not start anew, but is suspended until the expiry of three months after the subsequent performance. This shall not affect our liability and the limitation of claims arising from intentional or grossly negligent breaches of duty, culpably caused damage to life, body and health as well as the limitation of claims for recourse according to §§ 478,479 BGB (German Civil Code). The statutory limitation periods shall apply to these.

#### XII Place of Performance, Jurisdiction, Applicable Law

1. The place of performance for our deliveries shall be the delivery plant in the case of ex works deliveries, for all other deliveries as well as for payments by the buyer the registered office of our head office. The place of jurisdiction is, at our discretion, either the registered office of our head office or the registered office of the buyer.

2. The law of the Federal Republic of Germany shall apply to all legal relations between us and the Buyer, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980.