

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (GTS)
of the GRÜNER Group
(as at July 2017)

1. General

(a) These GTS apply exclusively to all business transactions between Grüner Systemtechnik GmbH & Co. KG, Grüner Hildburghausen GmbH and Grüner Produktions GmbH (hereinafter 'Grüner') and a buyer, purchaser or customer (hereinafter 'the Purchaser') supplementing the other expressly agreed special contractual agreements. Other conditions, in particular general terms and conditions of the Purchaser, are not accepted by Grüner even in the case of unconditional acceptance of services or acceptance of payment unless Grüner has expressly agreed in writing to their application.

(b) The GTS in their current version also apply to all future business relations between Grüner and the Purchaser without Grüner having to expressly point out again their inclusion in the individual case. The Purchaser can view the current version of the GTS at <http://www.gruener-systemtechnik.de/de/agb.html>

(c) These GTS shall apply only to such purchasers which are an entrepreneur as defined in §14 of the German Civil Code (BGB), a legal entity organised under public law, or a special public fund.

2. Advice

(a) Any form of advice in oral or written form is given by Grüner to the best of its knowledge on the basis of its own experience. Data and information from Grüner regarding the suitability and application of goods and services are not binding, unless expressly otherwise agreed in writing, and do not absolve the Purchaser from carrying out his own tests and trials. The Purchaser is himself responsible for compliance with all laws and regulations regarding the use of the goods and services.

(b) In the case of deliveries or services on the basis of drawings or other concrete specifications of the Purchaser, Grüner has no obligation to the Purchaser of checking whether any industrial property rights of third parties would be affected in the event of performance.

3. Conclusion of contract

(a) Offers on the part of Grüner are without obligation and not binding, but merely constitute an invitation to the Purchaser to submit a contractual offer.

(b) As a basic principle, the order placed by the Purchaser constitutes the binding offer to conclude the contract. Orders are accepted by Grüner in writing, by fax and even by telephone. Orders should be given in writing, orders placed by telephone or by other means will be carried out at the risk of the Purchaser. The order must contain all of the information necessary for processing the order. By ordering a product or service, the

Purchaser makes a binding declaration that he wishes to buy the goods or service ordered.

(c) Grüner's services basically arise from the order confirmation by which Grüner has accepted the contractual offer of the Purchaser. Provided a different arrangement has not been expressly indicated in the order, Grüner is entitled to accept the offer to conclude the contract by issuing an order confirmation within five working days of receipt of order or by implication by rendering the service.

4. Delivery

(a) Unless expressly agreed otherwise, Grüner's deliveries shall be made from the nominated Grüner factory in accordance with the 'ex works (EXW)' clause of the 2010 Incoterms. Accordingly, the risk of incidental loss and incidental deterioration of the delivery items will pass to the Purchaser after notification of readiness for collection.

(b) If the goods are shipped at the request of the Purchaser, as regards the risk of incidental loss and incidental deterioration of the delivery items the transfer of the consignment to the carrier or the departure of the goods from the Grüner factory for shipping shall be equivalent to notification of readiness for collection according to Clause 4 (a). Shipping basically takes place at the expense of the Purchaser and is always at the risk of the Purchaser, even if carriage-paid delivery has exceptionally been agreed. Grüner will take out insurance only at the express request and at the expense of the Purchaser.

(c) Insofar as the goods are shipped at the Purchaser's request and no special form of shipping or packaging has been expressly agreed, Grüner reserves the right to select the most economic mode of shipping and type of packaging. Any additional expenses, such as for express delivery, individual transportation or special packaging at the request of the Purchaser, will be billed to the Purchaser as also an expressly to be agreed exceptional transfer of the risk of incidental loss and incidental deterioration of the delivery items by Grüner.

(d) As regards compliance with delivery periods and dates, this will be defined on the basis of the notification of readiness for collection or the transfer of the consignment to the carrier or the departure of the goods from the Grüner factory for shipping. In the event that the goods cannot be dispatched on time for reasons not attributable to Grüner, the delivery periods and dates will be deemed to have been complied with upon receipt of notification of readiness for shipping.

(e) Partial deliveries are permissible unless these are not acceptable to the Purchaser.

(f) Compliance with delivery periods and dates by Grüner presupposes the timely and proper fulfilment

of any duties or obligations of cooperation to be carried out beforehand by the Purchaser, such as the submission of required certificates, notification of requested information, making an advance payment or similar. In the event that the Purchaser fails to carry out his contractual duties or obligations to Grüner on time and Grüner can no longer comply with the original delivery periods or dates, Grüner shall be entitled to extend or postpone within reason the original delivery periods or dates. The right to claim non-performance of the contract is reserved.

5. Delays in delivery due to force majeure or other circumstances beyond our control or unforeseen

(a) If compliance with contractual delivery obligations on the part of Grüner is impaired as a result of force majeure, that is to say, an event occurring outside the company caused either by natural forces or by the actions of a third party and which is almost unpredictable by human judgment and experience and cannot be prevented even by the application of extreme care, then Grüner will not be held responsible even in the case of contractually agreed deadlines. In such cases Grüner is entitled to postpone the delivery or service for the duration of the impairment. Grüner shall promptly notify the Purchaser of the beginning and end of such obstacles.

(b) If in the cases of force majeure referred to in Clause 5 (a) a delivery or service is delayed by more than eight weeks, both the Purchaser and Grüner will be entitled to withdraw from the contract within the limits of the scope of services affected by the performance disruption.

(c) In the case of withdrawal from the contract, any payments already rendered will be refunded. Further claims are excluded.

(d) The provisions of Clauses 5 (a) to (c) will apply in the case of other unforeseen circumstances not attributable to Grüner which not only temporarily make deliveries considerably more difficult or impossible, in particular strikes, lock-outs, official directives, deficiencies in energy or raw materials, and operational disruptions.

(e) The provisions of this Clause 5 also apply should Grüner already have been in default when these circumstances arose.

6. Payment

(a) Unless explicitly agreed otherwise, the agreed prices in euros apply 'ex works' plus VAT and also any customs, freight, special packaging and transportation insurance costs.

(b) Grüner's invoices are in all cases to be paid in accordance with the terms of payment expressly agreed between Grüner and the Purchaser.

(c) Payment shall be deemed to have been made once Grüner is in possession of the amount. In the case of non-payment, the customer automatically falls into default after 30 days from the date of the invoice, with no further clarifications being required.

(d) If Grüner has several outstanding debts due from the Purchaser and if payments made by the Purchaser are not expressly made for a specific debt, Grüner shall be entitled to decide for which of the outstanding debts the payment was made.

(e) In the case of overdue payments, Grüner is entitled to demand a default interest rate of 9 percentage points p.a. above the respective base rate. In addition, Grüner is entitled to withhold further services until settlement of all invoices due. Grüner reserves the right to prove and claim further damages.

(f) In the case of justified doubts as to the solvency or creditworthiness of the customer, Grüner is entitled to demand payment in advance or the provision of a suitable security for the service to be rendered by the Purchaser. If the Purchaser is not willing to make payment in advance or to provide the security, Grüner shall be entitled to withdraw from the contract after a reasonable period of grace and to demand damages on account of non-fulfilment.

(g) The Purchaser is entitled to set-off rights against Grüner's claims only when his counterclaim has been recognized or legally established, or when a counterclaim from the same contractual relationship is concerned. The assignment of claims against Grüner requires Grüner's consent.

(h) The Purchaser may exercise a right of retention only when the counterclaim is based on the same contractual relationship and is recognized or legally established or when Grüner has substantially violated its obligations from the same contractual relationship in spite of a written warning and failed to offer any adequate assurance. If a performance of Grüner is indisputably deficient, the Purchaser is entitled to retention only to the extent that the amount retained is reasonably proportionate to the defects and the probable costs of correcting the defects.

7. Inspection and complaint obligations of the Purchaser

(a) All claims of the Purchaser relating to defective deliveries or services presuppose the proper observance of the investigation and complaint obligations pursuant to § 377 HGB (German Commercial Code) as well as comparable foreign regulations. The provisions of § 377 HGB apply accordingly to services and work. Notification of defects must be made in writing.

(b) The Purchaser must check the goods immediately upon receipt and notify Grüner immediately of any discernible defects, but no later than within five working days from receipt of the goods. Defects that are discernible at the time of receipt of goods are, in particular, incorrect deliveries (delivery of goods other than the agreed upon item), quantity discrepancies and clearly visible transportation damage. Should the Purchaser fail to meet this deadline for submitting notification of defects, his warranty claims against

Grüner regarding the defects discernible at receipt of the goods will be invalidated.

(c) Hidden defects of the delivered goods, in other words, defects not detectable at the time of receipt of the goods, must be reported by the Purchaser to Grüner immediately, but no later than within five working days from detection of the defects. Should the Purchaser fail to meet this deadline for submitting notification of defects, his warranty claims against Grüner regarding these detected defects will be invalidated. The Purchaser bears the burden of proving that a hidden defect exists.

8. Warranty

(a) Where there is a defect in the goods or services supplied by Grüner, Grüner is entitled to remedy the defect or replace the goods at its own discretion.

(b) The warranty/defects liability does not cover those defects which do not or only insignificantly impair value or usability.

(c) Grüner is entitled to refuse supplementary performance when the Purchaser is in default with payment. This shall not apply when the retained remuneration is proportionate to the defect.

(d) Goods under complaint are to be returned to Grüner 'free'; in the case of justified complaints the costs of returning the goods will be refunded to the Purchaser by Grüner.

9. Liability

(a) Grüner's liability is governed by statutory provisions provided no different provisions have been set out below.

(b) Grüner's liability on account of financial and property damage caused by slight negligence is excluded, unless Grüner is liable for slightly negligent breaches of major contractual obligations, that is, a breach of such obligations whose fulfilment is absolutely essential to the proper execution of the contract and on whose compliance the contractual partner may regularly rely. In such cases Grüner's liability is, however, limited to the foreseeable damage typical of the contract.

(c) Grüner's liability for reimbursement of lost profits is excluded. This does not apply, however, in the event of a breach of a major contractual obligation or an intentional or grossly negligent breach of duty.

(d) The limitations of liability and disclaimers of liability in Clauses 9 (b) and (c) shall not apply in the case of claims against Grüner arising from the Product Liability Act or occurring due to loss of life, bodily injury or damage to health. For such claims the legal liability of Grüner shall not be restricted.

(e) If a delivery is made or a service rendered by Grüner on the basis of drawings or other concrete specifications of the Purchaser, the Purchaser undertakes to release Grüner from all claims of third parties due to possible infringements of intellectual property rights.

10. Limitation

(a) The period of limitation for claims and rights relating to deficiencies in Grüner products and the resulting damages is 1 year. The commencement of the period of limitation shall be governed by statutory provisions. This shall not apply insofar as the law prescribes longer deadlines, in particular in the cases of §§ 438 Para. 1 No. 2, 479 and 634 a Para. 1 No. 2 BGB [Civil Code].

(b) The limitation period under (a) does not apply in the case of wrongful intent or gross negligence on the part of Grüner if Grüner has maliciously concealed the defect nor overall in the case of claims for damages for bodily injury or regarding the liberty of a person nor in the case of claims under the Product Liability Act. Here the limitation periods will remain as are set by law.

11. Retention of title

(a) The delivered goods shall remain the property of Grüner up until settlement of all liabilities arising from the business relationship between the Purchaser and Grüner.

(b) Goods under retention of title may neither be pledged nor assigned as security. Grüner shall be informed without delay of any seizure of the goods, any other access by third parties and possible damage, or the destruction of the goods. There is also an obligation to provide information if the goods subject to retention of title change their owner or the Purchaser changes his place of business.

(c) The Purchaser may dispose of the goods in the course of normal business transactions. In the case of resale, the Purchaser must make the transfer of ownership dependent on receiving full payment for the goods from his customer. The Purchaser herewith assigns in advance to Grüner all claims resulting from the resale of the goods under retention of title together with all rights and security rights. Grüner expressly accepts the assignment.

(d) If Grüner's property is processed, combined or mixed by the Purchaser with third-party property, Grüner will acquire ownership in the new item in accordance with § 947 BGB. If processing, combining or mixing occurs in such a way that the third-party object is to be regarded as the principal object, Grüner will acquire ownership in proportion to the value of the Grüner goods compared with the third-party object at the time of processing, combining or mixing.

(e) Should the realizable value of the securities exceed Grüner's claims by more than 20%, Grüner will, at the request of the Purchaser, release securities at his discretion.

12. Documents, materials and tools

(a) If the Purchaser provides Grüner with specific materials, production or operating equipment, die-casting moulds or other tools, they are to be sent free of charge to Grüner. If the Purchaser fails to meet Grüner's repeated request to collect the items provided or if at least three years have elapsed after

the last delivery to the Purchaser, Grüner will no longer be obliged to store the items further.

(b) The Purchaser is responsible for the costs of production resources and tools fabricated or procured by Grüner on behalf of the Purchaser.

(c) Grüner retains title and copyright in all submitted offers and quotations on the basis of general specifications or processing characteristics of the Purchaser as well as all drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents made available to the Purchaser such as, for example, detailed processing documents, casting or machining concepts, work plans or work sequences, as well as auxiliary resources. Without the express consent of Grüner, the Purchaser is not permitted to make these items and documents available as such to third parties, nor their contents, nor to publish them, nor to use or duplicate them themselves or for third parties to do so. Upon the request of Grüner, the Purchaser must return these items and documents in their entirety to Grüner and to destroy any copies which may have been made when they are no longer required in the regular course of business or if negotiations do not result in conclusion of a contract.

13. Other provisions

(a) The place of fulfilment for all deliveries and services of Grüner is the location of the Grüner factory in which the deliveries and services were produced.

(b) The exclusive court of jurisdiction for disputes between the parties is registered offices of Grüner in Bad Überkingen.

(c) German law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall apply to the contractual relationship.

(d) If any individual provisions of this contract are or become invalid or contain a loophole, the remaining provisions shall remain unaffected by this. The parties undertake to replace the invalid provision with a legally valid provision which most closely matches the legal sense and economic purpose of the invalid provision or closes this loophole.