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## Präambel

The Gotec Gorschlüter GmbH, commercial register Wuppertal HRB 13292, Dieselstr. 70, 42489 Wülfrath, and their affiliated companies (hereinafter any company on their own referred to as "products") specializes in the coating and surface finishing of parts and modules for vehicle construction (hereinafter referred to as "products"). In addition to the pretreatment and coating of metal parts, GOTEC also refines other surfaces: for example, complete subassemblies, pipe sections, thermoformed, stamped, bent, and plastic parts as well as aluminum tubes and sleeves. In addition, GOTEC produces or procures metal and plastic parts for its customers. At the request of the customer, GOTEC takes over the warehousing, the establishment of a consignment warehouse, the assembly or packaging of the individual parts in small load carriers (KLT packaging) and transport.

The GOTEC Group has locations and subsidiaries worldwide.

The following general conditions of sale apply to all transactions with GOTEC Gorschlüter GmbH and companies affiliated with GOTEC Gorschlüter GmbH, each separately, unless otherwise agreed in individual cases.

## § 1 General

1. These General Conditions of Sale ("GTC") apply to the delivery and performance by GOTEC Gorschlüter GmbH, Wuppertal Commercial Register, HRB 13292 or all companies of the GOTEC Group in accordance with the contract concluded between GOTEC and the customer.
2. The terms and conditions of sale of GOTEC apply exclusively; GOTEC does not accept conditions of customers that may conflict with or differ from the terms and conditions of sale of GOTEC, except in the event that GOTEC has explicitly agreed to the application of such conditions in writing. The terms and conditions of sale of GOTEC also apply in the event that GOTEC delivers unconditionally to her customers, notwithstanding her knowledge of the existence of a customers' conditions which may be in conflict with or differ from GOTEC's terms and conditions of sale.
3. By placing his order or placing an order, the customer agrees to GOTEC's General Conditions of Sale. Please print these general sales conditions for your documents additionally and read them carefully before placing your order or placing an order. You can always retrieve the current version of our General Conditions of Sale on our homepage <https://gotec-group.com/company/downloads/>.
4. With references in the general conditions of sale on "us" or "we" always the GOTEC Gorschlüter GmbH or the affiliated enterprise with which in the individual case a contract is closed in each case is meant.
5. In the following, "customer" means the respective customer or client.
6. These terms and conditions of sale shall only apply towards companies and business clients in accordance to §§ 14, 310 I BGB (German Civil Code).
7. GOTEC's terms of sale also apply to all future transactions with the customer.
8. References to the application of legal provisions are merely for purposes of clarification. Even without such explanation, the statutory provisions apply unless they are amended or excluded directly in these terms and conditions.

## § 2 Information about Products and Resale

1. Information provided by GOTEC in brochures, instructions for use or other product information is strictly adhered to in order to avoid damage. GOTEC expressly warns the customer against any use or treatment of the products beyond the defined areas of application and GOTEC shall not be liable for any consequences deriving from any abuse. Sufficient information must be provided for each additional customer or user. The customer shall ensure that any further customer or user will be instructed sufficiently. With such information, the statement on our part is by no means given that the information is conclusive.

2. Sale, Re-Sale and disposition of delivery and performance and any technology or documentation can be subjected to German, EU-, or US- export control rights or any other state export rights. A re-sale to embargo-countries or to barricaded persons or to persons, which use or are able to use the delivery and performance militarily, for NBC-weapons or for nuclear technology, requires our approval. The customer approves with his order the compliance with such laws and regulations and he approves that deliveries and performances are not brought to countries that restrict an import of such goods directly or implicit. The customer declares to have all the necessary permissions for the export and import.

### § 3 Confidentiality

1. All commercial or technical information made available by GOTEC (including features that are to be gathered for instance from the objects, documents or software handed over, and other knowledge or experiences) are, as long as and as far as they are not demonstrably public knowledge, to be kept in confidence from third parties and may be made available in the customers' business only to such persons where it is necessary for the purpose of supply to the customer and who are likewise committed to maintaining confidentiality; they remain the exclusive property of GOTEC.
2. Confidential information need not be novel, unique, patentable, copyrighted, or create a trade secret to be considered confidential information.
3. Such information may not be reproduced or used commercially without GOTEC's prior written consent. This obligation does not apply to routinely made backup copies of electronic traffic.
4. At GOTEC's request, all information originating from GOTEC (if appropriate also including any copies or records made) and loaned items must be, without undue delay, returned to GOTEC in full or destroyed, as far as they are not required necessarily for the ordinary business of the customer. The customer has to prove this requirement if requested by GOTEC. This obligation does not apply for routinely made backup copies of electronic data traffic as well as for secrecy-classified information and copies of it which the contracting partner of GOTEC must keep according to applicable law. The purpose has to be observed.
5. Liability for the correctness, freedom from errors, freedom from third-party property rights, completeness and / or usability of the information subject to secrecy is excluded to the extent permitted by law.
6. The recipient of samples, materials or other materials may not, without the express written consent of GOTEC, in particular, neither chemically nor otherwise examine them for composition and / or manufacture. After completion of the respective purpose are not yet used or destroyed samples, substances or other materials to return to GOTEC, unless otherwise agreed or there is a duty of the recipient to archive.
7. A right to decompile software is expressly excluded.
8. In this respect, GOTEC reserves the express right to all aforementioned information (including copyrights and the right to registration of industrial property rights, such as patents, utility models, semiconductors etc.).

### § 4 Offer

1. The customer's order represents a binding offer which GOTEC can accept within two weeks by forwarding an order confirmation, through delivery of the products or through performance. Offers submitted by GOTEC are without obligation and free of charge and valid for a period of 4 (four) weeks, unless otherwise agreed
2. Mailing of the GOTEC price list shall not be considered as an offer. GOTEC has no supply obligation regarding orders received on the basis of general offers, circulars or price lists.
3. Type samples are not binding; they merely indicate the general character of the goods, but not the individual characteristics. Subsequent deviations from samples give no reason for complaint and do not represent a defect of the goods.

4. GOTEC expressly reserves the right to production-related additional or minor productions and deliveries. Over- or under-productions and deliveries of up to 10% of the order quantity are customary in the industry and are considered as contractual fulfillment. In the case of underproduction / delivery of the order quantity, there is no entitlement to subsequent delivery of the shortfall. In the event of over- or under-production and deliveries, Number 9 No. 3 of these General Conditions of Sale shall be supplementary.
5. The information contained in printed matter (for example, price lists, brochures), estimates, electronic data carriers or on Internet pages and the documents relating to the offer, such as illustrations, descriptions, drawings, measurements and weights, other technical data and the aforementioned or referenced DIN, VDE or other operational or inter-company standards and samples are only approximate unless they are expressly designated as binding.
6. Verbal or telephone agreements as well as written and verbal agreements with representatives of GOTEC are only binding for us if they have been confirmed by GOTEC in writing.
7. If the customer cancels an already confirmed order, GOTEC may demand 10% of the selling price for the costs incurred by the processing of the order and for lost profit. It remains for the customer to prove a lower cost.
8. All prices are in EURO and without statutory sales tax and without freight and packaging, unless otherwise agreed. The statutory sales tax is due in the amount that is decisive on the day of delivery.
9. If the value of the consideration contracted in a currency other than Euro changes by more than 5% (for example due to a change in currency parity), compared to the rate at the date of the offer, GOTEC is entitled to a corresponding price adjustment.

## § 5 Terms of Delivery

1. For all commercial clauses the Incoterms ® in the last valid version apply. Unless otherwise agreed, we deliver EX WORKS (ex works) GOTEC production plant. Goods or machines intended for processing, refining or repair must be delivered by the customer to DDP GOTEC's production plant and then returned to EX WORKS. GOTEC reserves the delivery by GOTEC's own delivery organization.
2. If the dispatch or the provision of services is delayed due to a fault on the part of the customer, the risk shall pass to him from the date of readiness for shipment.
3. A single or multiple delivery of goods franco domicile GOTEC gives no legal right to permanent grant of this benefit.
4. GOTEC is entitled to make partial deliveries if this has been previously agreed with the customer.
5. If no fixed delivery date has been agreed, delivery will take place four to eight weeks after the conclusion of the contract in the case of new productions.
6. As a delivery or service date GOTEC may also set a calendar week. As far as a duty of cooperation of the customer is necessary, the period does not start to run before the customer has fulfilled this obligation.
7. Terms of delivery and services that are a basis for the contract shall be extended appropriately in case of strike and force majeure for the duration of the hindrance, without an entitlement for the customer to withdraw from the contract or to claim damages. Additionally, number 16 of these terms and conditions applies in these cases.
8. Adherence to the delivery period by GOTEC assumes that all commercial and technical issues between the contractual partners have been resolved and the customer has met all the obligations accruing to him, such as the provision of the necessary official certifications or approvals or the making of down payments. If this is not the case, the delivery time is extended by a reasonable period. This shall not apply to the extent that GOTEC shall be liable for the delay.

9. Subsequent changes requested by the customer have the consequence that GOTEC may suspend the delivery or the provision of services until the change requests have been examined with regard to their feasibility and their effects, in particular on the cost and deadline situation. The changes become binding only with explicit written confirmation by us. GOTEC may insofar extend the delivery or performance period appropriately to implement the changes.
10. GOTEC will consider all delivery and service periods only under the reservation of timely self-delivery. GOTEC is entitled to withdraw from the contract in the event of our own suppliers fail to deliver or if such delivery is incorrect or is not made on time.

### **§ 6 Delayed Delivery and Default in Acceptance**

1. In the event of delay in delivery, the customer shall be obliged, at GOTEC's request, to declare within a suitable period whether he still insists on delivery or asserts to his legal rights. Provided that the customer, for the assertion of rights, is obliged to provide GOTEC with an appropriate extension period for the rendering of our performance, then the time period shall only be considered to be appropriate if it is not shorter than 2 (two) weeks.
2. The customer may only withdraw from the contract if the delivery or service is delayed within the scope of the statutory provisions, insofar as the delay is GOTEC's responsibility.
3. Claims for damages of the customer due to delay of the delivery are limited to the typically arising damages, as far as legal regulations do not oppose that.
4. The liability in the case of delivery or delayed performance is limited for each completed week of delay in the form of a lump sum compensation of 0.5% of the delivery / performance value, a maximum of not more than 5% of the delivery / performance value. The liability in case of breach of material contractual obligations is limited to the regularly foreseeable typically occurring damage.
5. In case the customer is in default of acceptance or if he violates other duties to cooperate, GOTEC is entitled to prefer other third party orders and extend the delivery period / performance period appropriately.
6. GOTEC shall be entitled, without prejudice to any further-reaching statutory and/or contractual claims, to demand compensation for the damages that originated to GOTEC thus far, including any additional expenditure. If delivery is delayed due to circumstances for which the customer is responsible the risk of accidental deterioration, loss and destruction shall pass to the customer on notification of the readiness to ship.
7. If dispatch or shipment is delayed at the customer's request by more than one month after notice of the readiness to ship was given, the customer may be charged, for every month commenced, storage costs of 0.5% of the price of the items of the supplies, but in no case more than a total of 5%. The contractual parties may prove that higher or, as the case may be, lower storage costs have been incurred. More far-reaching claims in cases of default of acceptance shall remain reserved.

### **§ 7 Packaging**

1. The packaging of the goods is made at GOTEC's discretion, taking into account the transport route, unless the customer specifies a packaging.
2. GOTEC is free to choose the means of transportation, insofar as no other special agreements have been made. The customer bears all costs for a special request regarding the method of shipping; this also applies to express (non-standard) and next-day shipping, even if GOTEC pays the initial expenses e.g. freight charges.
3. Upon the express customer's request, GOTEC will cover the shipment by a transportation insurance policy; the customer bears all costs for this insurance.

## § 8 Retention of Title

1. GOTEC reserves the ownership of the product until the receipt of all payments from the business relationship with the customer, even if the specific goods have already been paid. As a precautionary measure, however, GOTEC reserves at least ownership of the product until receipt of all payments under the delivery contract.
2. In case of a breach of contract caused by the customer, including but not limited to the event of a default in payment, GOTEC is entitled to take back the object of purchase. By taking back the purchased goods, the consequence is a withdrawal from the contract. After retraction of the goods GOTEC is entitled to undertake their liquidation. The liquidation proceeds will be imputed to the liabilities of the customer, minus reasonable realisation costs.
3. The customer is obliged to treat the product with care; in particular, he is obliged to insure this at his own expense against damage caused by fire, water and theft to the value of new. If maintenance and inspection work is required, the customer must carry it out on time at his own expense.
4. In the case of foreclosure measures by third parties, distraints or legal impairments of any kind in the reserved goods or claims, the customer must inform GOTEC immediately, handing over the documents necessary for the intervention. Irrespective of this, the purchaser must already inform the third parties in advance of the rights existing on the goods. The Customer shall bear the costs of the intervention that must be used to remove third-party access to the reserved or secure property and to replace the object, insofar as they cannot be recovered from third parties.
5. In the event of resale / leasing of retained goods, the customer assigns all claims arising against his own customers and third parties as a result from any such business, including all ancillary rights, until complete repayment of GOTEC's claims as security. GOTEC accepts this assignment. The customer remains entitled to collect these claims even after the assignment until withdrawal. The authorization of GOTEC to collect the claim herself remains unaffected. However, GOTEC will not collect the claim as long as the customer fulfils his payment obligations from the proceeds, as long as he gets not in default of payment and as long as there is no application to open composition or insolvency proceedings or final payment default. If these cases turn to real, GOTEC may require that the customer names GOTEC the assigned claims and their debtors, gives GOTEC all the necessary information, documents and notifies and informs the debtor (third party) of the assignment.
6. The processing or transformation of the products throughout the customer is always done for GOTEC. If the product gets processed with other goods and items, that are not belonging to GOTEC, GOTEC shall acquire co-ownership of the new item in proportion of the value of the goods (final invoice amount, including VAT) to the other processed objects at the time of processing. For the product resulting from the process the same conditions apply as for the delivered products under reservation of title.
7. If the product of GOTEC will be inseparably mixed or blended with other objects not belonging to GOTEC, GOTEC shall acquire co-ownership of the new item in proportion to the value of the goods (final invoice amount, including VAT) to the other mixed/ blended objects at the time of mixing/ blending. Is mixing/ blending done in a way that the item of the customer is seen as the main part of the product, it shall be deemed agreed that the customer transfers the co-ownership proportionately to GOTEC. The customer shall keep the created sole property or joint property for GOTEC.
8. In case of breach of contract by the customer, in particular default of payment, unauthorized dispositions of the reserved goods, a significant deterioration in the financial position of the customer, in bills of exchange and check protests as well as if the customer himself or by third parties, the opening of insolvency proceedings on the assets of the customer requested or if such a procedure is refused for lack of assets, we are entitled to prohibit the processing and sale of the reserved goods. In these cases, we are further entitled

to take possession of the goods subject to retention of title and to enter the customer's business for this purpose, to demand appropriate information and to obtain the necessary inspection of his books.

9. If the value of the security exceeds our claims against the customer by more than 20%, GOTEC has to release at the request of the customer and, at GOTEC's discretion, due securities to the appropriate extent.

## **§ 9 Prices, Terms of Payment**

1. The price indicated in the order confirmation or invoice is binding.
2. The price is given as a net amount in EUR (€). The statutory sales tax is not included in the prices. The price will be quoted as a net price in € (EUR). The statutory sales tax (VAT) is stated in the invoice by the time of delivery/ performance separately at the applicable rate at the date of the invoice.
3. In the case of excess or short deliveries, the actual quantity delivered will be charged. The actual price given by GOTEC in the invoice shall be binding.
4. The invoice amount is to be paid within 30 (thirty) days after receipt of the goods or after completion of all services without any deductions, unless otherwise agreed.
5. Employees and representatives of GOTEC are only entitled to receive payments if they have a written power of attorney for collection.
6. There is no interest on advance payments or on account payments.
7. Payments are always to be sent by the customer at his risk and expense to the account we have provided. The place of performance for the customer is Wülfrath.
8. Only uncontested and legally binding claims are excluded from the customer's set-off. Counterclaims from the same contractual relationship are also excluded from the set-off ban.
9. The acceptance of bills of exchange shall be subject to GOTEC's prior written consent.

## **§ 10 Default in Payment, Impairment of the Customer's Financial Position**

1. The customer shall be in default of payment if he does not settle the invoice amount within 30 (thirty) days after receipt of the goods or after completion of the service and invoicing. A different period shall only apply if this has been expressly agreed between the parties in writing.
2. In case of default of payment of the customer, GOTEC shall be entitled to charge default interest in the amount of 9.00% points above the current base interest rate. If, due to legal provisions, GOTEC shall be entitled to higher interest rates or if higher interest charges arise due to higher loan acquisition costs, GOTEC shall be entitled to charge these interest.
3. In case of default the customer bears all costs related with the collection of outstanding debts and related with reminder, collection, bear investigation and information costs. In addition, GOTEC shall be entitled to default in payment of the customer, in addition to his claim for payment of a delay fee of 40.00 EUR from the customer to demand.
4. If the customer or a third party applies for insolvency proceedings to be opened over the assets of the customer, or insolvency proceedings against the customer are opened by court order, if he makes an asset information according to § 807 ZPO (german civil procedure code) or the opening of such proceedings is refused due to lack of assets, GOTEC is entitled to rescind the contract and to demand the immediate return of the conditional goods.

## § 11 Price Adjustment

1. If the customer is an entrepreneur, we are entitled to adjust the respective article prices to a maximum of once a quarter to changing market conditions, to significant changes in the product-related procurement costs, changes in value added tax or our own product-related procurement prices.
2. In the case of price increases exceeding 20% of the original price, the customer has the right to terminate the contract without time of notice. This right must be exercised immediately after the customer has been informed of the price increase.

## § 12 Supply, Tools, Tooling Costs

1. If GOTEC needs parts for the manufacture of her products and components which the customer has to make available (by-products), the customer is obliged to deliver these parts in a quantity corresponding to the order quantity plus a reserve of 10% free of charge and together with the placing of the order at an early stage.
2. If the customer carries parts of the tool, he does not acquire the right to transfer or hand over the tool. The tool cost shares are neither repaid nor amortized.
3. GOTEC keeps the tool for five years from the delivery of the last goods made with the help of the customer. After this period, we may freely dispose of the tool. The costs incurred during the storage period for storage as well as the maintenance and service of the tool shall be borne by the customer. The customer receives a separate invoice.
4. In case the customer only has to bear a share of the cost of tools and if, for whatever reason, he does not absorb all the goods ordered in connection with ordering the tool, the purchaser is nevertheless obliged to reimburse GOTEC for the tooling costs.
5. If the order is not accepted, the customer must bear the storage, insurance and maintenance costs incurred in connection with the tools.
6. Notwithstanding the preceding paragraphs, half of the tooling costs must be paid immediately after the conclusion of the contract and the other half upon presentation of the outage sample net without discount deduction.

## § 13 Limitation of own Claims

Contrary to § 195 BGB (German Civil Code), GOTEC's claims for payment expire in five years. With regard to the beginning of the statutory limitation, § 199 BGB (German Civil Code) applies.

## § 14 Warranty Period, Liability for Defects

1. In the case of the delivery of a defective product, the customer must set us a reasonable period for supplementary performance. In this case, GOTEC may at their option eliminate the defect by repair or replace the defective product with a new product. Notifications of defects due to obvious defects as well as deviations in quantity can only be taken into account if they are recorded immediately on receipt of the goods by the carrier on the shipping document and reported to GOTEC in textform no later than three working days after receipt of the goods. Notifications of defects due to hidden defects can only be considered if they are reported to GOTEC in textform immediately after discovery of the defect.
2. The period of limitation for claims for defects in the delivery of new items and for work performances is one year and begins with the date of delivery of the product. In case of delivery of used goods is delivered to the exclusion of warranty. The period of limitation in the case of a delivery recourse according to §§ 478, 479 BGB (German Civil Code) remains unaffected. This does not apply if it concerns claims for damages due to a defect. For claims for damages, number 15 of these General Conditions of Sale applies.

3. The customer does not need to set a reasonable deadline for supplementary performance if this is expendable in accordance with § 323 (2) BGB (German Civil Code), in particular if GOTEC seriously and finally refuses subsequent performance, the performance stands or falls due in due time or if there are other special circumstances which, having regard to their mutual interests, justify an immediate withdrawal or immediate claim for damages.
4. In order to carry out all necessary work for subsequent performance, the customer has to give the necessary time and opportunity after agreement with GOTEC, otherwise GOTEC is released from liability for the resulting consequences. Only in urgent cases of endangering operational safety or preventing disproportionately large damages, whereby GOTEC is to be informed immediately, the customer has the right to have the defect rectified itself or by a third party and demand compensation from GOTEC for the necessary expenses. GOTEC has the opportunity to prove a minor damage or the disproportion of the measure.
5. Payments may only be held back by the customer for complaints due to defects in a scope which is appropriate to the defects occurred. The customer can hold back payments only if a letter of complaint is asserted where no doubt exist about. If the complaint in respect of a defect is unjustified, GOTEC shall be entitled to demand from the customer reimbursement of the expenses incurred by GOTEC.
6. GOTEC does not provide the customer with guarantees acc. to the law (de lege lata), especially no guarantees of quality or durability, except it is expressly agreed.
7. If the customer has the right to demand damages in lieu of performance or to withdraw from the contract or continue to demand supplementary performance, GOTEC may require the customer to exercise his rights within a reasonable period of time. The customer must communicate his decision in text form. If the customer does not exercise his rights on time, then the right to claim damages instead of the performance can only be asserted or the rescission can only be declared if a new reasonable deadline for supplementary performance to be determined by him has expired without success.
8. If GOTEC takes on the basis of a notification of defects without the customer having proven a defect, GOTEC may demand compensation for the expenses.
9. Deliveries of "Partieware" (offered at a discounted price and slightly damaged or outmoded goods, remaining stock) or goods of second choice are always made with the express exclusion of the right of complaint for optical defects and other quality reductions.
10. GOTEC may require the surrender of property and alienation of replaced parts.
11. Changes within the range of available technical allowances are not regarded as a material defect. In case of a significantly deviations, GOTEC is able to send a compensation delivery or to withdraw from the contract. The following are not deemed to be defects: ordinary wear and tear, characteristics of the product and damage caused after the transfer of risk due to improper or wrong handling, inappropriate storage or positioning, wrong usage, non-compliance with installation or handling regulations or manufacturer's instructions and other instructions delivered by GOTEC for the products as well as excessive strain or use; characteristics of the product or damages caused by force majeure, special external circumstances not foreseen under the terms of the contract or due to the use of the product beyond normal use or the use provided for under the terms of the contract; non-reproducible software errors.
12. Claims for defects of quality do not exist if the goods are altered by third parties or by incorporation of parts of foreign origin, unless the defect is not causally related to the change.
13. GOTEC's products must not be modified without the prior consent of GOTEC. If the customer attaches his own components or components to GOTEC's products or subject GOTEC's products to any kind of change without prior agreement in writing with GOTEC, GOTEC is not liable to the customer for any resulting damage.

14. GOTEC's consent must be obtained before returning any rejected goods. The return has to be done free of charge for GOTEC (DDP GOTEC production plant).
15. Subsequent performance, in whatever form, in no case represents an acknowledgment of a claim of the customer.

### **§ 15 Liability for Damage**

1. GOTEC's liability for contractual breaches of duty and tort is limited to intent and gross negligence. This does not apply to injury to life, body and health of the customer, claims for breach of cardinal obligations, Obligations that arise from the nature of the contract and whose breach endangers the achievement of the purpose of the contract and the compensation for damages caused by default (§ 286 BGB), in case of fraudulent concealment of a defect or from the assumption of a quality guarantee or a procurement risk.
2. In the case of slight negligence, GOTEC is liable only for breach of essential contractual obligations (cardinal obligations), such as those that the contract just wants to impose on us according to its content and purpose, or whose fulfillment makes the proper execution of the contract in the first place and on whose compliance the customer regularly trusts and may trust. The liability is limited to the foreseeable and contract-typical damage.
3. Insofar as liability for damages that are not based on injury to the life, body and health of the customer is not excluded for slight negligence, such claims shall lapse after one year from the commencement of the claim or in the case of claims for damages due to a defect from handover of the product.
4. In particular, GOTEC shall not be liable for the consequences of improper modification or treatment of GOTEC's products or the consequences of defective maintenance on the part of the customer or third parties, as well as for defects that are based on normal wear or have been caused by the transport.
5. We are liable for personal injury only in accordance with the Product Liability Act of the Federal Republic of Germany in the applicable version. For property damage we are liable only if it suffers a consumer. In case of resale of products, which are obtained from us, the customer is obliged to transfer this disclaimer for property damage in the commercial area to each additional customer.
6. Insofar as the liability for damages against GOTEC is excluded or limited, this also applies with regard to the personal liability for damages of GOTEC's employees, staff members, representatives, agents, assistants and designees.

### **§ 16 Force Majeure**

1. If the contractual partners are prevented from delivering due to force majeure, the delivery date shall immediately be extended for the duration of the force majeure, plus an appropriate start-up time. This case shall not constitute as a violation of law or contract.
2. All conditions which are independent of the will and influence of the parties such as natural disasters, government measures, decisions on the part of the authorities, blockades, war and other military conflicts, mobilization, civil unrest, terror attacks, strikes, lockouts and other industrial unrest, confiscation, embargoes and other unforeseeable, serious conditions which are not the fault of the parties and which arise after the making of the contract/ agreement shall be deemed to be force majeure events.
3. The contractual parties shall be relieved of liability for partial or full non-fulfilment of their obligations provided that the parties prove that said non-fulfilment was prevented by circumstances beyond the control of the parties and arose upon the signing of any contract.
4. The contractual parties will do everything they can, in case it is necessary and reasonable, to minimize the extent of the consequences, caused by force majeure.

5. The party affected by force majeure circumstances or facing circumstances beyond its control shall immediately notify the other party in textform of the occurrence, type and anticipated duration of these circumstances.
6. Should force majeure circumstances or circumstances beyond the control of the parties continue for more than two months the parties shall agree upon further execution of any contract. If the parties fail to reach a mutual agreement the party that was not affected by said circumstances shall have the right to terminate the contract without applying to the arbitration court. This party subsequently has no right to compensation for damages.

### **§ 17 Trade Mark Rights and Property Rights**

1. GOTEC is not liable for claims arising from an infringement of third party intellectual or industrial property rights or copyright (hereinafter: industrial property right) if the industrial property right is or was owned by the time of closing the contract by the customer or by an enterprise in which the customer holds, directly or indirectly, a majority of the shares or voting rights.
2. GOTEC is not liable for claims arising from an infringement of third party industrial property rights unless at least one industrial property right from the property right family has been published by the European Patent Office or in the US Patent Office.
3. The customer must notify GOTEC immediately of (alleged) infringements of industrial property rights and of risks of infringement in this respect which become known and, at GOTEC's request – insofar as possible – allow GOTEC to conduct the litigation (including non-judicial proceedings).
4. GOTEC is entitled, at her discretion, to obtain a right of use for a product infringing an industrial property right, to modify it so that it no longer infringes the industrial property right or to replace it by an equivalent substitute product which no longer infringes the industrial property right. If this is not possible subject to reasonable conditions or within a reasonable period of time, the customer shall – insofar as the customer allowed GOTEC to carry out a modification – be entitled to the statutory rights of rescission. Subject to the aforementioned preconditions GOTEC shall also have a right of rescission.
5. GOTEC reserves the right to carry out the action at our disposal under the terms of sentence one of this clause even if the breach of property right has not yet been legally determined or acknowledged on GOTEC's part.
6. Claims by the customer are excluded insofar as the customer is responsible for the infringement of the industrial property right or if the customer has not supported GOTEC to a reasonable extent in the defence against claims by third parties.
7. Claims by the customer are also excluded if the products were manufactured in accordance with the specifications or instructions of the customer or if the (alleged) infringement of the industrial property right ensues from the use in conjunction with another product not originating from GOTEC or if the products are used in a manner which GOTEC was unable to foresee.
8. Insofar as the production or distribution of articles takes place according to drawings, samples or other documents or instructions of the customer and thereby an interference with foreign rights (in particular industrial property rights of third parties) takes place, the customer must indemnify and hold GOTEC harmless.
9. Further-reaching claims or claims other than those claims of the customer governed by this clause on account of an infringement of third party industrial property rights are excluded.
10. In case GOTEC needs the technology or Know-How of the customer for the execution of the order, the customer grants GOTEC a simple, non-transferable and non-sub-licensable right to this technology/Know-How during the term of use and solely for the purpose of the contract.

## § 18 Property Rights of GOTEC

1. GOTEC reserves the ownership rights and copyrights to the samples, cost estimates, plans, drawings and similar information of either a tangible or intangible nature - including information in electronic form -, as well as to any and all other documents; said items shall only be made available to third parties with the written consent of GOTEC.
2. GOTEC's services may contain products that are subjected to patented or licensing restrictions towards the customer. Details of such restrictions are available in GOTEC's respective product descriptions, the respective package inlay, or appropriately our internet presence. The restrictions can be requested by the customer before and after conclusion of the contract as well.

## § 19 Form of Statements

1. Relevant statements from the customer towards GOTEC or a third party shall be made in textual form.
2. Oral statements made by GOTEC's representatives or other auxiliary persons require the verification of GOTEC in textual form.

## § 20 Supplementary Rules - BARSP

In cases of deliveries of goods to GOTEC, the BARSP regulations shall also apply. Any case of violation against the BARSP regulations will be seen as a violation of contractually relevant duties.

## § 21 Place of Fulfilment, Applicable Law, Place of Jurisdiction, Contractual Language

1. If the contract does not stipulate anything to the contrary, the place of fulfilment and payment is the location of our seat of business by the time of closing the contract.
2. Unless mandatory statutory regulations to the contrary exist, the entire business relationship between GOTEC and the customer (in particular the supply agreements concluded) shall exclusively be subject to German substantive law. The applicability of conflict of laws and the UN Sales Law (United Nations Convention on Contracts for the International Sale of Goods) and similar international agreements are hereby excluded.
3. The legal stipulations regarding places of jurisdiction shall remain unaffected, unless any special regulations have been made in the following special terms.
4. Exclusive place of jurisdiction with respect to contracts with companies, business clients, merchants, traders, legal entities under public law, special funds under public law or customers not domiciled or established in Germany, shall be the competent court at GOTEC's seat of business. However GOTEC is also entitled to sue the customer at the location of his own place of business.
5. In case of conflicts between the German and the English version of these general terms and conditions, the German version shall prevail.

## § 22 Severability Clause

1. Should a court or other competent authority declare, in whole or in part, one or more provisions of these terms and conditions to be invalid, void, invalid or unenforceable, this shall not affect the validity, validity or performance of any remaining provisions or the remainder of this provision ,
2. In place of the invalid, void or unenforceable provision, any provision in the economic result that is as close as possible to the effective, valid and enforceable provision shall automatically be deemed agreed.

Stand: 27.10.2019