

Schwarztt GmbH, Bismarckstr. 15, 31195 Lamspringe
- general terms of business -

1. General

Note: In this legal document, the client or a business partner will be mentioned as the second party.

Solely the Schwarztt GmbH's terms of delivery and terms of payment are valid. By placing an order, the second party agrees upon these terms. These terms mentioned below are still valid in future business transactions, even though if the Schwarztt GmbH does not particularly mention these terms, but under the condition that the second party received an excerpt of the Schwarztt GmbH's terms of business with a confirmed order. If a client's purchase order differs from our general terms of business the order become valid solely under the condition that the Schwarztt GmbH agrees upon the demanded difference by the client. Solely when the Schwarztt GmbH approves in written form certain variances are legitimate. We have the right to relinquish our demands from our business relations.

2. Place of Jurisdiction

The contract relation falls under German authority particularly the German BGB and HGB. Place of court will be the seat of Schwarztt GmbH.

3. Offers

Our offers are non-binding. Deliveries and calculations are made at the prices and conditions last announced by us before shipping or picking up the goods. Changes in raw materials, wages, energy and other costs entitle us to negotiate an appropriate price adjustment and to withdraw from the contract in case of non-agreement.

Statements of representatives or travellers as well as telephone agreements require our written confirmation and become legally binding.

4. Delivery

Delivery is ex works. The goods travel at the risk of the recipient - unless otherwise agreed. Damage caused by shipping must be determined by the carrier to assert claims for compensation. If the goods are ready for dispatch and the shipment or acceptance is delayed for reasons for which we are not responsible, the risk shall pass to the purchaser upon receipt of the notification of readiness for shipment. The shipment is considered completed at this time. We reserve the right to accept small orders and to set minimum purchase quantities or minimum invoice amounts. The ordered quantities can be up to 10% higher or lower if they are manufactured goods. For call orders, we are entitled to procure the material for the entire order and to produce the entire order quantity immediately. Any change requests of the customer can therefore no longer be considered after placing the order, unless this has been expressly agreed. Partial deliveries are permitted.

5. Delivery interruption

An obligation to comply with agreed delivery deadlines is only assumed under the condition of undisturbed operation. In particular cases of force majeure and other disturbing events with us, with our suppliers or with the transport enterprises, for example operating or traffic disturbances, fire, flood, strike, lockout, official measures, release us from the timely delivery and give us the right to stop deliveries. Claims for damages due to delay in delivery or suspension of delivery are, as far as legally permissible, excluded, otherwise limited to the invoice value of the delivery. The customer retains the statutory right of withdrawal. In the case of purchase agreements, the fulfilment of which consists of several deliveries, non-performance, inadequate or delayed fulfilment of a delivery shall not be considered to affect other deliveries of the same purchase contract. The registration of a bankruptcy or a settlement procedure, the submission of the statutory declaration according to § 807 ZPO, occurring payment difficulties or the announcement of a substantial deterioration of the financial circumstances of the customer entitle us to stop deliveries immediately and to refuse to fulfil current contracts.

6. Property and Copyright

We reserve the right of ownership and copyright to cost estimates, drafts, drawings and other documents; they may only be made accessible to third parties in agreement with us. Drawings and other documents belonging to offers are to be returned on request and in any case if the order is not given to us. Insofar as we have delivered any items of drawings, models, samples or other documents handed over to the purchaser or from forms of the purchaser, the purchaser shall assume the warranty that third-party property rights are not violated. If third parties, relying on industrial property rights, in particular, prohibit the manufacture and delivery of such objects, we shall, without being obliged to examine the legal situation, be entitled to cease all further activity and demand compensation for damages. The customer also undertakes to indemnify us from all related claims of third parties without delay.

7. Reservation of ownership

We reserve title to all goods delivered and to be delivered in the future until our existing or future claims have been settled. The assertion of the retention of title, in particular for the return of the goods, which is permissible in the event of default in payment or endangerment of our ownership, shall not be deemed withdrawal from the contract. We are entitled to assert our rights under the retention of title - in particular the withdrawal of the goods delivered under retention of title - without a prior withdrawal from the respective sales contract. The purchaser must notify us immediately of a garnishment or any other impairment of our property rights by third parties and to confirm the ownership in writing to third parties as well as to us. A pledge or chattel mortgage of the goods delivered under retention of title is prohibited to the purchaser. The customer has the reserved goods sufficient, in particular to insure against fire and theft. Claims against the insurance from the loss event concerning the reserved goods are already assigned to us in the amount of the value of the reserved goods. A purchase of property by the purchaser of the reserved goods in accordance with § 950 BGB in the case of processing and reprocessing of the reserved goods to a new object is

excluded. Any processing and reprocessing is carried out by the customer for us and on our behalf, without us thereby obligations. The processed and reprocessed goods serve as our security. In the case of combination, blending or mixing with other goods not belonging to us, we are entitled to co-ownership of the new object in proportion of the value of the reserved goods used for the manufactured goods to the sum of all the invoice values of the other goods used in the manufacture. If the customer acquires the sole ownership of the new item, the parties to the contract agree that the customer grants us co-ownership of the new item in proportion to the value of the processed or combined, mixed or blended reserved goods. The resulting new item is deemed to be reserved goods within the meaning of these conditions. The purchaser shall store them with due diligence on our part and undertake to provide us with the information necessary for the performance of the law and to provide us with an insight into his documents. The claims of the customer from the resale of the reserved goods are already assigned to us with all ancillary rights, regardless of whether the reserved goods without or after processing, reprocessing, compounding or mixing and whether they are sold to one or more buyers. In the event that the reserved goods are sold by the purchaser together with goods from the property of third parties, the assignment of the purchase price claim in the amount of the contract price of the reserved goods plus 20% as agreed. The purchaser is entitled and authorized for the resale or other use of the reserved goods only on the condition that the aforementioned claims pass to us. He is not entitled to other disposal over the reserved goods. In the event of default of payment by the purchaser, we are entitled to collect the claim assigned as collateral. At our request, the purchaser shall inform us of the debtors of the assigned claims, provide the necessary information and documents and notify the debtors of the assignment. We are entitled to assert our rights arising from the retention of title - in particular the withdrawal of the goods delivered under retention of title - without a prior purchase agreement. The retention of title according to the above provisions expires if all our claims arising from the business relationship are fulfilled. Only then does ownership of the reserved goods pass to the customer and the assigned claims are due to him. If the value of all our existing collateral exceeds our claims by more than € 25, we are obliged to release securities of our choice at the request of the purchaser.

8. Payment

The invoices are issued on the day of delivery or provision of the goods. Our invoices are to be paid postage and expenses free of charge in the manner described in our order confirmations and invoices. Cash account is only granted if all due payment obligations from previous deliveries have been fulfilled. If the buyer is in default of us with any payment obligations, all existing claims will become due immediately. All payments are to be made exclusively with a debt-discharging effect to the person agreed upon conclusion of the purchase contract. After expiry of the due date, we are entitled to charge interest at the current EURIBOR interest rate plus 9% 5%. Our right to claim damages for delay remains unaffected. The cancellation of a loan, even if it lies

in the granting of payment periods under these conditions, is reserved to us at any time. We are entitled to demand, at any given time, sufficient security for an existing claim. If our request is not granted, then all our claims are due immediately. We do not pay any advance or discount payments. The customer is only entitled to set off or withhold payments if his counterclaim is undisputed or legally determined deductions. Deductions not expressly agreed will not be accepted.

9. Complaint

For our deliveries and services, we assume responsibility only in accordance with the following provisions. For not insignificant defects, we will come at our option through rework or replacement deliveries. A conversion or reduction claim is only given after our decision improvements or replacement cannot be made, or the deadline is not met. In case of failure of the repair or replacement as well as in the absence of warranted characteristics, the customer may reduce payment or, at his option, cancel the contract, in particular any claims for damages of any kind are excluded, to the extent permitted by law. Our specifications of the goods and services, their intended use, etc. (such as dimensions, weights, hardness, colour names, use values) are to be regarded as approximate, they are descriptions and not guaranteed properties. Deviations from samples or from previous deliveries are avoided as far as computationally valid. Only significant deviations justify a warranty claim. For the adherence to the specific weights, dimensions and colours a guarantee cannot be accepted. Unless otherwise agreed, we reserve deviations of up to 10% upwards and / or downwards depending on the item. For all warranty claims, the statutory periods of limitation, unless otherwise agreed. A defect for which we are responsible is in particular not present, in the case of natural wear or damage not caused by improper handling, in particular storage, or if the defect is due to a special use of our goods not communicated to us in writing upon conclusion of the contract. Examination of defects and complaints must be made immediately. Complaints of any kind shall only be considered if they are asserted in writing within 10 days of receipt of the goods, in the case of hidden defects within 10 days of their discovery and if the purchaser returns the rejected goods to us, if we so require, carriage paid. If the notice of defects proves to be justified, the costs of the cheapest return shall be borne by us. A long-term exercise of our industry accordingly, are claims for damages of all kinds and for whatever legal reason, including culpability at the conclusion of contract from positive breach of contract and tort pursuant to §§ 823 ff BGB, as far as permitted by law, against us, our legal representatives, vicarious agents and employees excluded, This hope regulation also applies to our advice in word and writing and by experiments or in any other way; In particular, the customer is not exempted from examining the suitability for the intended purpose.

Lamspringe, February 2019