

Stengel GmbH General Terms and Conditions of Sale

1. Scope

1. These General Terms and Conditions of Sale (hereinafter the "**General Terms**") apply to all business transactions between Stengel GmbH (hereinafter referred to as "**Stengel**") and the customer, even if these General Terms are not mentioned in later contracts. They apply accordingly to works and services. The acceptance of the products delivered will then be replaced by the acceptance of works and services.
2. Should the customer's terms conflict with, add to or deviate from these General Terms, the customer's terms shall not be deemed contract terms unless Stengel has agreed to their validity in writing. These General Terms also apply if Stengel unconditionally carries out a delivery to the customer in full knowledge of the customer's conflicting, additional or deviating terms and conditions.
3. Any agreements conflicting with, adding to or deviating from these General Terms that are concluded between Stengel and the customer for the purposes of implementing the contract must be recorded in the contract in writing. The same also applies to a revocation of this written form requirement.
4. Rights to which Stengel is entitled under the statutory provisions or other agreements and which exceed these General Terms shall remain unaffected.

2. Contract conclusion

1. Offers submitted by Stengel shall be subject to confirmation and deemed non-binding.
2. Illustrations, drawings, data regarding weight, dimension, performance and consumption and any other descriptions of the products provided in the documents pertaining to the offer shall only be approximate indications unless they are expressly designated as binding. They shall not constitute an agreement or guarantee of a relevant quality or shelf life of the products unless they have been expressly agreed as such in writing. The same applies to the customer's expectations regarding the products or their use.
3. Stengel reserves all ownership rights, copyrights and other property rights to all offer documents. Such documents must not be made available to third parties. At Stengel's request, the customer must return all offer documents to Stengel without delay if such documents are no longer required in the ordinary course of business. The same applies in particular to all other documents, drafts, samples and models.
4. An order shall become binding only if it has been confirmed by Stengel in writing within two weeks or if Stengel executes the order, in particular if Stengel fulfils the order by shipping the products. If an order is created with the help of automatic devices and lacks a signature and individual name, such order shall be deemed to be in writing. Insofar as an order contains obvious errors, spelling or calculation errors, it shall not be binding on Stengel.
5. Silence on the part of Stengel regarding offers, orders, requests or other declarations issued by the supplier shall only be deemed Stengel's consent if such is agreed in writing beforehand.
6. If the customer's financial circumstances deteriorate significantly or if a reasoned application for the institution of insolvency proceedings or comparable proceedings against the customer's assets is rejected for lack of assets, Stengel shall be entitled to rescind the contract in whole or in part.

3. Scope of delivery

1. Stengel's written order confirmation shall be decisive for the scope of delivery. Changes to the scope of delivery made by the customer shall require confirmation in writing by Stengel in order to be effective. Stengel reserves the right to make design- and form-related changes to the products if such changes are customary in the industry, if such changes are within DIN tolerances, or if such changes are not substantial and are reasonable for the customer. The same applies to the choice of material, the specification and the design.
2. Stengel shall be permitted to make part deliveries.

3. Stengel reserves the right to make over-deliveries or short deliveries of up to 10% of the scope of delivery if such is necessary for production-technical reasons. Claims based on defects shall be excluded in this respect.

4. Delivery period

1. Delivery periods and dates shall be agreed in writing. Delivery periods and dates shall be non-binding unless they are first designated as binding by Stengel in writing.
2. The delivery period shall begin when Stengel sends the order confirmation, which shall not precede the provision in full of the documents, approvals and releases to be procured by the customer, the clarification of all technical questions, the receipt of an agreed down payment and the timely delivery of the parts to be provided in accordance with the contract, in particular the delivery of the parts free of defects. In the case of a delivery date, the delivery date will be reasonably postponed if the customer fails to provide in a timely manner the documents and permits to be procured by the customer, fails to issue releases in a timely manner, fails to clarify all technical questions comprehensively in a timely manner, fails to effect the agreed down payment in full to Stengel or fails to deliver parts provided by the customer in a timely manner and in accordance with the contract, in particular to deliver them free of defects. The adherence to the delivery time shall require the customer's timely and proper fulfilment of its other obligations.
3. The delivery period shall be deemed adhered to if, by the end of the delivery period, the products have left the factory or if Stengel has advised that they are ready to be picked up or shipped. Adherence to the delivery period shall be subject to the proper supply, especially the timely supply, to Stengel itself unless the reason for the lack of proper supply to Stengel is within its own reasonable control. Stengel shall be entitled to rescind the contract in the event of improper supply to itself. Stengel shall inform the customer without delay if Stengel chooses to exercise its right to rescind the contract and shall return any advance payments effected by the customer.
4. In the event of a delay in delivery, the customer shall be entitled to rescind the contract once a reasonable grace period, set for Stengel following the delay in delivery, has expired without result.

5. Cross-border deliveries

1. In the case of cross-border deliveries, the customer shall submit to the competent authorities in good time all the declarations and take all the actions necessary for export from Germany and import into the destination country, in particular procuring the documents required for customs clearance and satisfying the requirements for any export controls or other restrictions on marketability.
2. Deliveries shall be subject to the proviso that there are no hindrances to performance due to national or international regulations, in particular export control regulations, embargos or other sanctions.
3. Delays due to export controls shall have the effect of cancelling delivery periods.

6. Acceptance

1. If the parties have agreed to work on the basis of acceptance, each party shall also be entitled to request partial acceptance. Acceptance, also partial acceptance, shall be carried out when both parties sign a jointly prepared acceptance form.
2. In particular, it shall be deemed equivalent to written acceptance if the customer, though obligated to accept Stengel's performance within a reasonable period, does not do so, or if the customer puts the products into operation or otherwise uses them.
3. Acceptance shall not be refused on the grounds of minor defects.

Stengel GmbH General Terms and Conditions of Sale

7. Tools

1. The ownership of the tools procured or manufactured by Stengel shall not pass to the customer until the price of the tools has been paid in full.
2. The customer may claim the return of the tool only once the customer has accepted and paid for the agreed output quantity.
3. Stengel shall be entitled to use the tools for other purposes or to scrap them once twelve months have elapsed since the last order.

8. Prices and payment

1. Unless otherwise agreed, prices are ex works and do not include shipping, packaging, insurance, statutory taxes, customs duties or other charges. The costs incurred in this respect, in particular the costs for packaging and transport of the products, shall be invoiced separately. The statutory value added tax shall be shown separately on the invoice at the statutory rate applicable on the date of invoicing.
2. In the absence of a special agreement, the delivery price shall be paid net within 14 days of the invoice date. The date of payment shall be the date on which Stengel can dispose of the delivery price. In the event of default in payment, the customer shall pay default interest at a rate of nine percentage points above the respective base interest rate p.a. Any further claims Stengel may have shall remain unaffected. In addition, in the event of default in payment, any and all claims against the customer shall immediately become due.

9. Passing of risk

1. The risk of accidental loss and accidental deterioration shall pass to the customer as soon as the products are handed over to the person performing the transport or leave Stengel's warehouse for the purpose of shipment. If the products are to be collected by the customer, the risk shall pass to the customer upon notification of readiness for collection. Sentences 1 and 2 shall also apply if the delivery is carried out in parts or if Stengel has assumed responsibility for further performances such as transport costs or the mounting of the products at the customer's premises.
2. If the customer is in default of acceptance, Stengel may demand compensation for the loss incurred including any additional expenses. In particular, Stengel shall be entitled to store the products at the customer's expense during the period of default in acceptance. The costs for storing the products shall be calculated as a lump sum at 0.5% of the net invoice value for each calendar week or partial calendar week of storage. Any further claims Stengel may have shall remain unaffected. The customer shall be entitled to prove that Stengel has incurred no costs or a lower amount. The same shall apply if the customer breaches other obligations of cooperation, unless the breach of other obligations of cooperation is beyond the customer's reasonable control. The risk of accidental loss or accidental deterioration of the products shall pass to the customer at the latest at the point in time at which the customer is in default of acceptance. Once a reasonable deadline set by Stengel has expired without result, Stengel shall be entitled to dispose of the products otherwise and to set the customer a reasonably extended deadline or delivery period.
3. If shipping is delayed due to circumstances which are beyond Stengel's reasonable control, the risk shall pass to the customer upon notification of readiness for shipping.
4. Products delivered shall be accepted by the customer irrespective of any claims for defects, even if the products exhibit minor defects.

10. Claims based on defects

1. The customer's warranty rights require that the customer has inspected the delivered products immediately upon delivery and, where reasonable, also by means of use on a trial basis, and immediately notified Stengel in writing of

obvious defects, two weeks after the products are delivered at the latest. Hidden defects shall be reported to Stengel in writing immediately upon being discovered. When notifying Stengel, the customer shall describe the defects in writing. The customer's claims for defects also require that the specifications, notes, guidelines and conditions indicated in the technical notes and in the assembly, operating and operating instructions and other documents regarding the individual products should be complied with during the planning, construction, assembly, connection, installation, commissioning, operation and maintenance of the products, in particular that maintenance should be properly carried out and documented and that recommended components should be used.

2. In the event of defects in the products, Stengel shall be entitled, at its own discretion, to subsequent performance either in the form of the remedy of the defect or the delivery of a product free of defects. In the event of subsequent performance, Stengel shall be obligated to bear all the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, insofar as such costs are not increased by the fact that the products have been taken to a location other than the delivery address. Personnel and non-personnel costs asserted by the customer in this connection shall be charged on a cost price basis. Replaced parts shall become the property of Stengel and shall be returned to Stengel.
3. If Stengel is not willing or able to provide subsequent performance, the customer may, at its own discretion and without prejudice to any claims for damages or reimbursement of expenses, either rescind the contract or reduce the delivery price. The same shall apply if subsequent performance fails, is unreasonable for the customer or is delayed beyond reasonable periods for reasons which are within Stengel's reasonable control.
4. The customer's right of rescission shall be excluded if the customer is unable to return the performance received and the reason for its inability to do so is not that the return is impossible due to the nature of the performance received, that Stengel is responsible for the defect or that the defect first becomes apparent during the processing or transformation of the products. The right of rescission shall also be excluded if Stengel is not liable for the defect and if the customer is obligated to pay compensation in lieu of restitution.
5. No claims for defects shall arise for defects resulting from natural wear and tear, in particular for wearing parts, for improper handling, assembly, use or storage or for modifications or repairs to the products improperly carried out by the customer or third parties. The same applies to defects attributable to the customer or attributable to a technical cause other than the original defect.
6. Any claims the customer may have for the reimbursement of expenses instead of compensation in lieu of performance shall be excluded insofar as a reasonable third party would not have incurred such expenses.
7. Stengel shall not assume any guarantees, in particular quality or durability guarantees, unless otherwise agreed in writing on a case-by-case basis.
8. The limitation period for the customer's warranty claims shall be one year. If, in accordance with their customary purpose, the defective products are used for a building and cause it to be defective or constitute a defect in the building, the limitation period shall be five years. Said limitation period shall also apply to tort claims based on a defect in the products. The limitation period shall begin upon delivery of the products. The reduction of the limitation period does not apply to Stengel's unlimited liability for damages arising from the breach of a guarantee or from injury to life, body or health, for intent and gross negligence or for product defects or insofar as Stengel has assumed a procurement risk. If Stengel issues a statement regarding a claim for defects asserted by the customer, such shall not be deemed the commencement of negotiations concerning the claim or the circumstances giving rise to the claim, provided that Stengel rejects the claim for defects in its entirety.

Stengel GmbH General Terms and Conditions of Sale

11. Stengel's liability

1. Stengel shall have unlimited liability for damage resulting from the breach of a guarantee or resulting from injury to life, body or health. The same applies to intent and gross negligence or insofar as Stengel has assumed a procurement risk. Stengel shall be liable for slight negligence only if material obligations are breached which follow from the nature of the contract and which are of particular importance for achieving the purpose of the contract. In the event of a breach of such obligations or in case of delay and impossibility, Stengel's liability shall be limited to such damages as are typically to be expected within the scope of this contract. Any mandatory statutory liability for product defects shall remain unaffected.
2. To the extent that Stengel's liability is excluded or limited, the same shall also apply to the liability of Stengel's staff, other employees, representatives and vicarious agents.

12. Product liability

1. The customer shall not modify the products; in particular, the customer shall not modify or remove any warnings attached to the products regarding the dangers associated with the improper use of the products. In the event of a breach of this obligation, the customer shall indemnify Stengel internally against third-party product liability claims, unless the defect giving rise to the liability is beyond the customer's reasonable control.
2. The customer shall immediately inform Stengel in writing if it becomes aware of any risks in using the products and of possible product defects.
3. The customer shall support Stengel in current or any future product recalls and/or product warnings, in particular in clarifying existing defects and risks.

13. Force majeure

1. If force majeure prevents Stengel from fulfilling its contractual obligations, in particular from delivering the products, Stengel shall be released from its obligation to perform for the duration of the hindrance and for a reasonable start-up period, without being obligated to pay damages to the customer. The same shall apply if it becomes unreasonably difficult or temporarily impossible for Stengel to fulfil its obligations due to unforeseeable circumstances that are beyond Stengel's reasonable control, in particular industrial disputes, official measures, energy shortages, impediments to delivery by a supplier or major operational disruptions. The same applies if such circumstances are experienced by a subcontractor. The same also applies if Stengel is already in delay. Insofar as Stengel is released from its obligation to deliver, Stengel shall return any advance payments effected by the customer.
2. Stengel shall be entitled to rescind the contract upon the expiry of a reasonable period if such a hindrance persists for more than four months and Stengel no longer has any interest in performance of the contract as a result of the hindrance. At the customer's request, upon the expiry of the period Stengel shall declare whether Stengel will make use of its right of rescission or deliver the products within a reasonable period.

14. Reservation of title

1. The products delivered shall remain Stengel's property until the delivery price and all the claims to which Stengel is entitled against the customer from the business relationship have been paid in full. For the duration of the reservation of title, the customer shall be obligated to treat with care the products subject to the reservation of title. In particular, the customer shall be obligated to procure adequate insurance at replacement value for the products against fire, water and theft, at its own expense. At Stengel's request, the customer shall provide evidence that such insurance has been taken out. The customer hereby assigns to Stengel any and all compensation claims arising from said insurance. Stengel

hereby accepts the assignment. If such assignment should not be permissible, the customer hereby instructs the insurer to effect any payments solely to Stengel. Any further claims Stengel may have shall remain unaffected.

2. The customer shall be permitted to sell the products subject to the reservation of title solely in the ordinary course of business. Furthermore, the customer shall not be entitled to pledge the products subject to the reservation of title, to assign them as security or to make other dispositions endangering Stengel's title to such products. In the event of attachments or other interventions by third parties, the customer shall notify Stengel in writing without delay and provide all the necessary information, inform the third party of Stengel's rights of ownership and cooperate in Stengel's measures to protect the products subject to the reservation of title. Insofar as the third party is not in a position to reimburse Stengel for the judicial and extrajudicial costs of enforcing Stengel's property rights, the customer shall be obligated to compensate Stengel for the resulting loss, unless the customer is not liable for the breach of obligation.
3. The customer hereby assigns to Stengel the claims from the resale of the products with all ancillary rights, irrespective of whether the products subject to the reservation of title are resold without being processed or after processing. Stengel hereby accepts said assignment. If such assignment should not be permissible, the customer hereby instructs the third-party debtor to effect any payments solely to Stengel. The customer is hereby revocably authorized to collect in its own name the claims assigned to Stengel, in trust on behalf of Stengel. The amounts collected shall be paid to Stengel without delay. Stengel may revoke the customer's authorization to collect as well as the customer's authorization to resell for good cause, in particular if the customer does not duly meet its payment obligations towards Stengel, is in default of payment, ceases to effect payment or if the customer files for the institution of insolvency proceedings or comparable proceedings against its assets to settle debts or if a third party's reasoned application for the institution of insolvency proceedings or comparable proceedings against the customer's assets to settle debts is rejected due to lack of assets. In the event of a blanket assignment on the part of the customer, the claims assigned to Stengel shall be expressly excluded.
4. At Stengel's request, the customer shall be obligated to inform the third-party debtor of the assignment without delay and to provide Stengel with the information and documents required for collecting the claims.
5. In the event of conduct contrary to the terms of the contract, in particular default in payment on the part of the customer, Stengel shall be entitled, without prejudice to its other rights, to rescind the contract upon the expiry of a reasonable grace period set by Stengel. The customer shall grant Stengel or its agents immediate access to the products subject to the reservation of title and shall return them. Upon issuing timely notification, Stengel may otherwise utilize the products subject to the reservation of title to satisfy its claims against the customer that have fallen due.
6. When integrating products subject to the reservation of title with other items not belonging to Stengel, the customer shall always do so on Stengel's behalf. If the products are integrated with other items not belonging to Stengel, Stengel shall acquire co-ownership of the new item in the proportion of the value of the delivered products to that of the other items at the time of integration. The customer shall store the new items on Stengel's behalf. In all other respects, the same provisions apply to the object resulting from the integration as to the products subject to the reservation of title.
7. At the customer's request, Stengel shall be obligated to release the securities to which it is entitled to the extent that the realizable value of the securities exceeds Stengel's claims from the business relationship with the customer by more than 15%, with due consideration of customary downward valuation adjustments. The valuation shall be based on the invoice value of the products subject to the reservation of title and on the nominal value of receivables. Stengel shall be responsible for selecting the individual items to be released.

Stengel GmbH General Terms and Conditions of Sale

8. In the event of deliveries to other legal systems in which this provision governing the reservation of title does not have the same securing effect as in the Federal Republic of Germany, the customer hereby grants Stengel a suitable security interest. If this requires further measures, the customer shall do everything possible to grant Stengel such a security interest without delay. The customer shall cooperate in all the measures necessary for and conducive to the effectiveness and enforceability of such security interests.

15. Confidentiality

1. For a period of five years from delivery, the parties shall be obligated to treat as confidential all the information made available to them that is designated as confidential or is otherwise identifiable as constituting business or trade secrets and not to make a record of such information, pass it on or use it, unless such information is required for the business relationship.
2. This obligation to maintain secrecy does not apply if it can be proven that the information was already known to the receiving party prior to the commencement of the contractual relationship or was generally known or available prior to the commencement of the contractual relationship or became generally known or available through no fault of the receiving party. The burden of proof shall be borne by the receiving party.
3. The parties shall ensure by means of appropriate contractual agreements with the employees and agents working for them, in particular their freelancers and the contractors and service providers working for them, that for a five-year period from the date of delivery such individuals will also refrain from any personal exploitation, disclosure or unauthorized recording of such business and trade secrets.

16. Final provisions

1. The customer shall be entitled only with Stengel's prior written consent to transfer its rights and obligations to third parties.
2. The customer shall be entitled to set off counterclaims only if they are undisputed or have been recognized by declaratory judgment. The customer may assert a right of retention only if its counterclaim is based on the same contractual relationship.
3. The legal relationship between the customer and Stengel shall be governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. The exclusive place of jurisdiction for any and all disputes arising from the business relationship between the customer and Stengel shall be Stengel's registered office. Stengel shall also be entitled to institute legal proceedings at the customer's registered office and at any other admissible place of jurisdiction.
5. Unless otherwise agreed, the place of performance for all the performances owed by the customer and Stengel shall be Stengel's registered office.
6. The language of the contract is German.
7. Should any provision of these General Terms be or become invalid or unenforceable in whole or in part, or should there be a gap in these General Terms, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid or enforceable provision that most closely reflects the purpose of the invalid or unenforceable provision. In the event of a gap, that provision shall be deemed agreed that corresponds to what would have been agreed in accordance with the purpose of these General Terms if the contracting parties had considered the matter from the outset.

Last updated: 01/2019