

**General Terms and Conditions of Delivery and Contract Manufacturing of
Maschinenfabrik Köppern GmbH & Co. KG, Köppern Aufbereitungstechnik GmbH & Co KG und der Köppern Entwicklungs-GmbH**

valid from 01.01.2021

1. Scope of Application

- 1.1 These General Terms and Conditions of Delivery and Contract Manufacturing ("**GTC**") shall apply to all current and future business relations between our domestic or foreign customer ("**Customer**") and us or with us within the meaning of §§ 14 et seq. German Corporation Act (AktG). Our GTC shall only apply to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) and to legal entities under German public law or public-law special fund.
- 1.2 The GTC shall apply in particular to contracts for the sale and/or delivery of movable goods ("**Goods**") - regardless of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 of the German Civil Code (BGB)) - and to contract manufacturing. Unless otherwise agreed, the GTC in the current version at the time of the Customer's order or, in any case, in the version most recently communicated to him in text form, shall also apply as a framework agreement for similar future contracts, without us being obligated to refer to them in each individual case.
- 1.3 These GTC apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This consent requirement shall apply in any case, even if we carry out the delivery or contract manufacturing to the Customer without reservation in knowledge of the Customer's General Terms and Conditions. The Customer accepts our GTC with the order.
- 1.4 Customer's legal representations and notifications concerning the contract (e.g. setting of a deadline, notification of defects, withdrawal or reduction), must be made in writing or text form (e.g. letter, e-mail, fax) (hereinafter "**in writing**"). Statutory form requirements and other evidence, in particular in the event of doubts regarding legitimacy of the person making representations, shall remain unaffected.
- 1.5 Individual agreements made with the Customer (including collateral agreements, supplements and amendments) shall prevail over these GTC. The content of such individual agreements shall depend on written contract and/or our confirmation in writing.
- 1.6 Agreements made by the Customer with travellers, representatives and agents are only binding for us after our written confirmation. Our representatives, agents and travellers are only entitled to accept cash and checks on presentation of collecting power.
- 1.7 References to the validity of statutory provisions shall be deemed a clarification only. Even in the absence of such clarification, the statutory provisions shall apply, unless they are directly amended or expressly excluded in these GTC.

2. Contract conclusion

- 2.1 Our offers are subject to change and non-binding. A Delivery contract or other contract is only concluded if we have confirmed the Customer's order or other order in writing within a period of two weeks or if we have delivered the Goods. The Customer is bound to his order or other contract for that period.
- 2.2 We reserve the right to make changes to the manufacturing process as well as to the product composition, provided that the type and quality of the Goods are not affected adversely.
- 2.3 Unless otherwise expressly agreed, information published by us in catalogues, brochures and other publications in text or image form (e.g. descriptions, illustrations or drawings) conclusively identify the nature of the Goods delivered by us and their possible uses. These are approximate values customary in the industry, unless they are expressly described as binding in the order confirmation. Other manufacturer's specifications are not binding.
- 2.4 Excess delivery and short delivery shall be deemed to be agreed within the usual scope.

3. Delivery period, Delays

- 3.1 Delivery or service dates shall be agreed individually.
- 3.2 Any delivery delays due to official export or import approval procedures may not be considered delays.
- 3.3 Unforeseeable, extraordinary events for which we are not responsible, such as labor disputes, operational disruptions, official measures, trade sanctions on export or import country irrespective of their effectiveness, transport disruptions, epidemics, pandemics or other cases of force majeure, irrespective of whether these events occur at our premises or those of our suppliers ("**Unavailability of performance**"), shall release us from the obligation arising from the respective contract; however, this applies to obstacles of temporary nature only for the duration of the obstruction plus a reasonable start-up period. We will inform the Customer of the beginning and end of such events as soon as possible. If such events subsequently make the delivery impossible or unreasonable for one of the parties, both parties shall be obliged to negotiate an adjustment of the contract and, if such negotiations fail, shall be entitled to withdraw from the contract after setting a deadline of two weeks. A case of non-availability of performance in this sense is in particular the non-timely self-supply by our suppliers, if a congruent hedging transaction has been concluded, neither we nor our suppliers are at fault or we are not obliged to procure in individual cases.
- 3.4 The occurrence of delivery or performance delays by us shall be governed by the statutory provisions; in each case, however, the Customer must submit a warning letter.
- 3.5 The Customer's rights according to clause 13 of these GTC and our statutory rights, in particular in the event of impossibility of performance (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.
- 3.6 If the Customer is in default of acceptance, fails to cooperate or if our delivery or service is delayed for other reasons within Customer's control, we shall be entitled to request compensation for any resulting damage, including additional expenses (e.g. storage costs). For this we charge a lump-sum compensation amounting to 0.5% of the invoice amount per month, beginning with the delivery period or - in the absence of a delivery period - with the notification that the Goods are ready for dispatch. The proof of a higher damage and our legal claims (in particular compensation for additional expenses, appropriate compensation, termination) remain unaffected; however, the lump sum is to be credited against further monetary claims. The Customer shall be entitled to prove that we have incurred no damage at all or only a significantly lower damage than the above lump sum. If the shipment of the delivery is delayed for reasons not attributable to us or if the Customer himself is responsible for the transport of the goods, the transfer of risk shall take place upon notification that the Goods are ready for dispatch to the Customer. Storage costs shall be borne by the Customer after the transfer of risk. If the Goods are stored on our premises, the storage costs amount to 0.5% of the invoice amount per month. We reserve the right to prove higher storage costs. We are entitled to dispose otherwise of the delivery after the fruitless expiry of a reasonable period and to supply the Customer within a reasonably extended period.

4. Delivery and Transfer of risk

- 4.1 Unless otherwise agreed, delivery shall be "ex works" Hattingen (Incoterms 2020). If the Goods are shipped to another destination at the Customer's request (sale to destination), the Customer shall bear all costs arising therefrom. We shall be free to choose the type of shipment (in particular transport route, transport company, packaging) at our reasonable discretion.
- 4.2 We are entitled to make partial deliveries if (i) the partial delivery is usable for the Customer within the scope of the contractual purpose, (ii) the delivery of the remaining ordered Goods is insured and (iii) no significant additional work or additional costs incur for the Customer as a result (unless we declare ourselves willing to bear these costs).
- 4.3 The risk of accidental loss and accidental deterioration of the Goods shall pass to the Customer at the latest upon delivery. This also applies if delivery is made from the warehouse of a third party (drop shipment) and for the return of Goods or empties (reusable transport packaging). In the case of sales shipment the risk of accidental loss and accidental deterioration of the Goods, even if partial deliveries are made or we have assumed other services (e.g. shipping costs or delivery and installation) shall pass to the Customer as soon as the Goods have been handed over to the person carrying out the transport. If acceptance has been agreed, this shall regulate the transfer of risk. It must be carried out immediately on the agreed acceptance date, alternatively immediately after notification of readiness for acceptance. Unless otherwise agreed, the acceptance shall be carried out on our premises. The Customer may not refuse acceptance in the event of an insignificant defect. If acceptance is not carried out for reasons for which the Customer is responsible, the work shall be deemed to have been accepted on the acceptance date or, alternatively, one week after notification of readiness for acceptance.
- 4.4 In the case of deliveries free house/warehouse, the risk shall pass to the Customer, even for partial deliveries, as soon as the Goods have arrived at his business /warehouse ready for unloading. Unloading must be performed immediately and properly by workers and unloading to be made available in a sufficient quantity by the Customer. Waiting times shall be charged by us at amounts customary in the trade. Should the journey to the place of destination fail for reasons for which we cannot be held responsible, the risk shall pass to the Customer upon failure of the journey. This shall also apply in the event of unjustified refusal of acceptance by the Customer. Section 3.6 shall apply accordingly.
- 4.5 The Customer shall notify us immediately in writing of any transport damage upon receipt of the Goods in terms of type and scope. The Goods shall be insured against transport damage, transport loss or breakage only at request of the Customer at his expense and for his account.

5. Export and Import control

- 5.1 Our goods or our contract manufacturing services may be subject to export and import restrictions. In particular, approval requirements may exist or the use of the Goods or contract manufacturing may be subject to restrictions in foreign countries.

5.2 The Customer is obliged to obtain an import licence or other permissions, approvals and other documents related to the import into the country of use and any possible transport via third-party countries. He shall bear the risk of import prohibition at the time of the conclusion of the purchase contract and for subsequent import prohibitions to the extent to which this was foreseeable upon contract conclusion.

5.3 Our contractual fulfillments shall be subject to the condition that there are no impediments to performance due to national and/or international regulations of export and import provisions and any other statutory provisions.

6. Prices and Terms of payment

6.1 Unless otherwise agreed in individual cases, our prices valid at the time of conclusion of the contract shall apply. The prices are based on the costs for material and labor applicable at the time of conclusion of the contract. We expressly reserve the right to make changes.

6.2 Unless otherwise expressly stipulated, all prices are net prices without VAT, which the Customer must pay additionally at the respective statutory rate, and are "ex works" Hattingen (Incoterms 2020), but excluding packaging, which, including product-specific special packaging, is charged to the Customer. Unless otherwise stated, price quotations refer to the European currency (Euro).

6.3 Any discounts granted shall lapse in the event of default of payment by the Customer, the opening of insolvency proceedings against the Customer's assets or the refusal to open such proceedings for lack of assets.

6.4 Payments shall be made in Euro (€) and shall be free of postage and charges. They may only be made to the pay office appointed by us. Drafts and checks shall only be deemed payment after they have been honored and shall be accepted without any obligation for timely submission and protest.

6.5 Unless expressly agreed otherwise, payments must be effected without deduction not later than 30 days from the invoice date and delivery and/or acceptance of the Goods. We shall be entitled at any time, even within the framework of an ongoing business relationship, to perform a delivery or a contractually owed performance in whole or in part only against advance payment. We shall inform about such reservation in no case later than at the time of order confirmation. If payment deadlines are exceeded, we shall be entitled to demand interest at a rate of 9 percentage points above the respective base interest rate (§ 247 BGB) p.a.

6.6 The Customer may only set off counterclaims if these counterclaims are undisputed or have been legally established. Due to defects, the Customer may, if necessary, withhold three times the amount of the expenses for subsequent performance. When exercising the right of retention, the Customer shall be obliged to provide us with security in the amount of the unpaid partial amount at our discretion either by means of a bank guarantee or deposit with a notary public of his choice.

6.7 If payment is not made on time, we shall be entitled (i) to assert all claims arising from this or other transactions against the Customer immediately; (ii) to retain our deliveries or other services from this or other orders until all outstanding claims from this or other orders have been settled in full by the Customer; (iii) to demand appropriate security and (iv) to demand the return of the Goods delivered by us which are still subject to retention of title; should the Goods no longer be usable or no longer be usable without restriction due to the passage of time, we are entitled to demand compensation for lost value.

6.8 If we receive knowledge after conclusion of the contract of facts concerning a significant deterioration in the financial circumstances of the Customer which, according to careful commercial considerations, may put the claim for compensation at risk - this shall in particular include the application for the opening of insolvency proceedings - we may demand the provision of suitable security within a reasonable period of time or performance in return up to the time of its performance. If the Customer does not comply with our justified request in good time, we may withdraw from the contract or claim damages. In this situation, we shall also be entitled to demand immediate payment of all amounts - including any deferred amounts.

6.9 If the order is not placed with us, we shall be entitled to demand reasonable remuneration for product samples prepared by us.

7. Information and Consulting

Information and consulting regarding our Goods are based on our past experience. The values stated here are average values. Information or advice does not make suitability tests of the delivered goods and the observance of processing instructions superfluous. Verbal information is not binding. Any liability shall be governed by clause 13 of these GTC.

8. Retention of title

8.1 All delivered Goods shall remain our property until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship, including all subsidiary claims ("**secured claims**"). If we accept drafts or checks, payment shall be considered effected only after they were fully honored. Ancillary claims include in particular the costs for packaging, freight, insurance, bank fees, reminder fees, legal, court and other costs.

8.2 In the case of current accounts, the retention of title shall be deemed security for our balance claim. Goods for which we have already received payments shall remain our property as long as any payment claims against the Customer still exist.

8.3 The Customer shall take the Goods subject to retention of title into customary custody for us. He shall be obliged to store and mark our Goods separately. We shall be entitled to check the separate storage and marking after giving short notice in advance. If the opening of insolvency proceedings against the Customer's assets is applied, we shall be entitled to mark the Goods subject to retention of title immediately as our property and/or to repossess them ourselves. The Customer shall be liable for the loss of these Goods. He shall insure the reserved Goods against all risks at his own expense and in our favor, in particular against fire, water and theft. The insurance claims are hereby assigned to us in advance; we accept the assignment. We must be informed immediately of any occurred damage. If the Customer does not prove that the insurance has been taken out, we shall be entitled to insure the reserved goods ourselves against the aforementioned risks at the Customer's expense.

8.4 Treatment and processing of the reserved Goods shall be carried out for us as the manufacturer within the meaning of § 950 BGB without any obligation on our part. If the Customer processes, combines or mixes the Goods subject to retention of title with other Goods, we shall be entitled to joint property of the new product in the ratio of the invoice value of the Goods subject to retention of title to the invoice value of the other Goods used. If our property rights ceases to exist due to combination or mixing, the Customer hereby assigns the property rights to which he is entitled to the new stock or item to the extent of the invoice value of the reserved Goods and shall keep them in safe custody for us free of charge. The rights arising from the joint property shall be deemed to be reserved Goods within the meaning of Section 8.1.

8.5 The Customer is only entitled to resell, process or combine the reserved Goods with other items or install them otherwise ("**Resale**") within the scope of proper business operations and as long as he is not in default. Any other disposal of the reserved Goods is not permitted. We must be notified immediately of any seizure or other access to the reserved Goods by third parties. All intervention costs, e.g. the costs of a third-party action in opposition pursuant to § 771 ZPO (German Code of Civil Procedure), shall be borne by the Customer, unless they can be collected by the third party (opponent of the action in opposition) at first demand and the intervention was justified. If the Customer gives his customers more time to pay, he must reserve the title to the reserved Goods vis-à-vis his customer under the same conditions under which we have reserved the title to the delivery of the reserved Goods; however, the Customer shall not be obliged to reserve the title with regard to the claims against his customer which only arise in the future. Otherwise, the Customer is not authorized to resell the goods.

8.6 The Customer's claims from the resale of the reserved Goods are hereby assigned to us; we accept the assignment. They shall be used as security to the same extent as the Goods subject to retention of title. The Customer shall only be entitled and authorized to resell the Goods if it is ensured that the claims to which he is entitled are transferred to us.

8.7 If the reserved Goods are sold by the Customer together with other goods not supplied by us at a total price, the claim from the sale shall be assigned in the amount of the invoice value of our respective reserved Goods sold.

8.8 If the assigned claim is included in a current invoice, the Customer hereby assigns to us a part of the balance corresponding to the amount of this claim, including the final balance from the current invoice; we accept the assignment.

8.9 The Customer is authorized to collect the claims assigned to us until our revocation. We shall be entitled to revoke this authorization if the Customer does not properly meet his payment obligations arising from the business relationship with us or if we become aware of circumstances that are likely to significantly reduce the Customer's creditworthiness. If the conditions for exercising the right of revocation are met, the Customer shall, at our request, immediately disclose us the assigned claims and their debtors, provide all information necessary for the collection of the claims, hand over to us the relevant documents and notify the debtor of the assignment. We shall also be entitled to notify the debtor of the assignment.

8.10 If the nominal value (invoice amount of the Goods or nominal amount of the claims) of the securities existing for us exceeds the secured claims by more than 10 percent in total, we shall be obliged, at the Customer's request, to release securities of our choice.

8.11 If we assert the reservation of title, this shall only be deemed to be a withdrawal from the contract if we expressly declare this in writing. The Customer's right to own the goods subject to retention of title shall expire if he fails to fulfil his obligations under this or any other contract.

8.12 If delivery is made to the United States of America (USA), the following provisions shall apply in addition:

i. The Customer shall grant us a so-called "**Purchase Money Security Interest**" and/or a general security interest with regard to the delivered Goods and their proceeds (hereinafter jointly referred to as "**Securities**"). Should the Customer be in arrears with a payment, we shall have all rights and remedies with regard to the Securities, which shall be granted by the applicable

standards of the Uniform Commercial Code (U.C.C.) in the currently valid version as well as in the version applicable at the time. The Customer shall also authorize us to sign and make all necessary financial statements on behalf of the Customer.

- ii. If at any time any legal costs or other costs or expenses incur to us, which arise in connection with (i) any dispute, suit, action, litigation or proceeding relating to the Securities, (ii) the enforcement of rights and claims against Customer or any other person, or (iii) any attempt to inspect, verify, protect, preserve, recover, recover, sell, liquidate or otherwise dispose of the Securities, such costs and expenses (including attorneys' fees) shall be borne by Customer upon our request. Such expenses and costs shall be regarded as additional obligations which are also covered by the Securities. We reserve the right to demand immediate payment of any credit granted to the Customer if the Customer falls into arrears or for any other reason which, in Schneider's opinion, justifies such a measure.
- 8.13 If delivery is made to a country whose law does not recognize the instrument of retention of title as set out in Clauses 8.1 to 8.11 and/or whose law requires further conditions to be met in order to obtain retention of title or similar security for the delivery and timely payment of the purchase price, the Customer shall take all reasonable measures, sign all records and documents and take all necessary actions to meet these additional conditions. Furthermore, we are authorized to sign and make all necessary statements and declarations on behalf of the Customer in order to achieve the above-mentioned protection. We shall be entitled to have all actions that we are authorized to take under this contractual provision performed by a third party on our behalf.

9. Industrial property rights

- 9.1 We reserve the right of ownership and copyright on illustrations, drawings, samples, cost estimates, operating instructions, manuals and the like information of a physical and non-physical nature - also in electronic form. They may not be reproduced or made available to third parties without our consent and must be returned to us immediately upon request or if the order is not placed. The documents shall be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.
- 9.2 If our delivered Goods contain software, all rights to the software, in particular copyrights or other industrial property rights, shall remain ours. We only grant a simple non-exclusive right of use of the software to the Customer, related to the intended purpose. The actions mentioned in § 69 c of the German Copyright Act, in particular the reproduction, processing or distribution, require our written consent.
- 9.3 If the manufacture of the Goods according to special specifications, samples or other information provided by the Customer infringes the property rights of third parties, the Customer shall indemnify us against all claims of third parties.

10. Production Items

If the manufacture of the Goods requires the production or procurement of forms, models, special tools and devices ("**Production Items**"), the following shall apply:

- 10.1 Unless otherwise agreed, the Production Items shall be remunerated separately additionally to the price agreed for the Goods.
- 10.2 The remuneration for the Production Items shall be due immediately upon confirmation of the order. We shall be entitled to suspend the production of the production items until receipt of the remuneration.
- 10.3 Unless otherwise agreed, we shall remain the owner of the Production Items. Notwithstanding the provisions in clause 10.4, we undertake to use the Production Items only for orders of the Customer, provided that the Customer meets his payment and acceptance obligations.
- 10.4 We are entitled to freely dispose of the Production Items provided the Customer has released the Production Items. The same shall apply two years after the last partial delivery using the Production Items, provided that we have notified the Customer of the disposal of the Production Items or their destruction and the Customer does not disagree in writing within one month. In any case, we are entitled to dispose of the Production Items if three years have passed since the last delivery of parts using the Production Items.

11. Customer's obligations regarding Processing Orders

- 11.1 The Customer shall provide the parts intended for processing or the materials for contract manufacturing to our premises free of charge. The Customer shall send us a dispatch note stating our order number. The Customer shall provide us with the exact material designation with details about the strength and, if necessary for processing, details about the chemical analysis. The materials provided will be delivered to us dimensionally accurate, impact-free and cleaned and straightened with normal machining allowances. The machining allowances for parts pre-processed by the Customer must be indicated to us. In addition, it is required that the type and behaviour of the parts shall not cause difficulties impairing the processing, as, e.g., cavities, distortion or crack formation on heat treatment, release of stresses, non-weldable material or – for ECM processing – non-conducting inclusions and surfaces.
- 11.2 If the above requirements are not met, we are entitled to charge the costs for additional work and replacement. If the Customer is in default due to the failure to perform the cooperative acts described above, we shall also be entitled to demand reasonable compensation or, after setting a reasonable deadline for the Customer to perform the cooperative act, to terminate the contract, whereby the Customer shall pay a part of the remuneration corresponding to the work performed and reimbursement of expenses not included in the remuneration.
- 11.3 Any waste material produced during processing shall become our property, unless otherwise agreed. The equivalent value for this as well as any disposal costs incurred shall be taken into account in the price calculation.

12. Liability for defects

- 12.1 The Customer's rights in the event of material defects and defects of title (including incorrect and short delivery) shall be governed by the statutory provisions, unless otherwise provided in the following. In all cases, the special statutory provisions shall remain unaffected upon final delivery of the Goods to a consumer (supplier regress pursuant to §§ 478, 479 BGB).
- 12.2 The basis of our liability for defects is primarily the agreement reached on the quality of the goods. All product descriptions and manufacturer information which are the subject of an individual agreement or which have been made public by us (in particular in catalogues or on our website) at the time of the conclusion of the contract shall be deemed considered a quality agreement of the Goods. If no quality agreement was concluded, statutory regulations shall be taken as a basis for assessing whether or not defects exist (§ 434 para. 1 p. 2 and 3 BGB). However, we accept no liability for public statements made by the manufacturer or other third parties (e.g. advertising statements) which the Customer has not pointed out to us as being decisive for his purchase.
- 12.3 The Customer's claims for defects require that the Customer has fulfilled his obligation to carefully inspect the delivered Goods - even if we had sent samples or specimens previously - for completeness and correctness immediately upon receipt at his premises in accordance with the statutory obligations of inspection and notification of defects (§§ 377, 381 HGB). The delivery shall be deemed approved if a notice of defect is not received in writing within 5 working days after receipt of the Goods at the place of destination, or if the defect was not recognizable in a proper inspection, within 5 working days of its discovery. If the Customer fails to carry out the proper inspection and/or report the defect, our liability for the defect not reported or not reported in time or not properly is excluded according to the statutory provisions. The aforementioned obligations shall apply accordingly in the case of excess deliveries. If the Customer does not complain about an excess delivery within 5 working days starting from receipt of the Goods at the place of destination, the excess delivery shall be deemed to have been approved. Our sales representatives are not entitled to accept notices of defects and quantity complaints.
- 12.4 If the delivered Goods are defective, we shall be entitled to choose whether we provide subsequent performance by eliminating the defect (rectification of defects) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory provisions shall remain unaffected.
- 12.5 A rectification of defects shall be deemed to have failed after the second unsuccessful attempt, unless otherwise provided for in particular by the nature of the item or the defect or other circumstances.
- 12.6 We shall be entitled to provide the supplementary performance dependent on the Customer paying the purchase price due. However, the Customer is entitled to withhold a reasonable part of the purchase price in relation to the defect.
- 12.7 The Customer shall give us the necessary time and opportunity for the subsequent performance owed, in particular he shall hand over the rejected Goods for inspection purposes. In the event of a replacement delivery, the Customer shall return the defective Goods to us in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item or the reinstallation provided that we were not originally obliged to install it.
- 12.8 We shall bear or reimburse the expenses necessary for the purpose of testing and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions if a defect actually exists. Otherwise, we are entitled to demand compensation from the Customer for the costs incurred as a result of the unjustified request to remedy the defect (in particular testing and transport costs), unless the Customer was not aware of the lack of defectiveness.
- 12.9 If the subsequent performance has failed or a reasonable period to be set by the Customer for the subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Customer is entitled to withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there shall be no right of withdrawal.
- 12.10 In the case of contract manufacturing, we are liable for material defects and defects of title in accordance with the provisions of the German Civil Code regarding contracts for work and services; however, the Customer is obliged to first assert the rights to subsequent performance. If this fails, the Customer shall be entitled to further rights in respect of defects (self-execution, withdrawal, reduction, compensation).
- 12.11 The assignment of Customer's claims for defects to third parties is excluded.

13. Liability for damages

- 13.1 Unless otherwise stated in these GTC including the following provisions, our liability for violations of contractual and non-contractual obligations shall be subject to the statutory provisions.
- 13.2 We shall be liable for damages - irrespective of the legal reasons - within the framework of fault-based liability in cases of intent and gross negligence. In the event of slight negligence, we shall be liable, subject to a lower liability standard in accordance with statutory provisions (e.g. due care in our own affairs; minor breach of duty), only (i) for damages arising from injury to life, body or health and (ii) for damages arising from the breach of a material contractual obligation (obligation which is essential for the proper execution of the contract and whose compliance the contractual partners regularly trust and may trust); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.
- 13.3 The limitations of liability resulting from the above clause shall also apply in the event of the discharge of obligations by or for the benefit of persons whose fault we are responsible for according to statutory provisions. They shall not apply if we have maliciously concealed a defect or assumed a guarantee for the quality of the Goods and for claims of the Customer under the Product Liability Act.
- 13.4 Any further liability is excluded regardless of its legal basis. In particular, we are not liable for lack of economic success, loss of profit, indirect damage, consequential damage and damage resulting from third-party claims.
- 13.5 The above limitations of liability shall apply accordingly to claims for reimbursement of fruitless expenses (§ 284 BGB).
- 13.6 The above provisions do not imply a reversal of the burden of proof to the disadvantage of the Customer.
- 13.7 Within the scope of processing orders in accordance with Section 10, our liability for typical contractual damages is limited to 3.5 times the order value, unless we have unlimited liability in accordance with the above provisions.

14. Limitation period

Notwithstanding §§ 438 para. 1 no. 3, 634a para. 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery or acceptance. If acceptance has been agreed, the limitation period shall commence upon acceptance. The statutory periods shall apply to claims for damages according to sec. 13.

15. Final provisions

- 15.1 The place of performance for all mutual obligations is our registered office in Hattingen, Germany.
- 15.2 These GTC and the contractual relationship between us and the Customer 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) and the rules of private international law.
- 15.3 Exclusive place of jurisdiction for all disputes shall be - to the extent permitted by law - our place of business in Hattingen, if the Customer is a merchant or a legal entity under German public law within the meaning of § 38 para. 1 German Code of Civil Procedure (ZPO). However, we shall also be entitled to sue the Customer at his legal place of jurisdiction. Priority statutory provisions, in particular those concerning exclusive jurisdiction, shall remain unaffected.
- 15.4 Should individual provisions be ineffective or unenforceable or lose their effectiveness due to circumstances occurring at a later date, the effectiveness of the remaining provisions shall remain unaffected. Any invalid or unenforceable provision shall be replaced by a valid provision which comes closest to the Parties' economic intentions. The same shall apply in the event of contractual loopholes in the contract.