General Conditions of Delivery and Payment
FEINDRAHTWERK ADOLF EDELHOFF GMBH & CO.
as of April 1, 2020

1. Exclusive Validity of these Conditions

Any and all deliveries - including any and all future deliveries - shall exclusively be governed by these General Conditions of Delivery and Payment. Purchasing Conditions of the Customer shall not be applicable and are herewith explicitly rejected in total.

2. Conclusion and Contents of Contract

2.1. Unless explicitly stated otherwise by the Supplier in any particular case, offers shall be non-binding. All contracts shall become binding only upon the written order confirmation and/or acceptance by the Supplier, which shall solely be relevant for its contents.

2.2. Any amendments of contracts shall become effective only if made in writing.

2.3. Any documents provided by the Supplier are meant for information purposes only and do in no way constitute any kind of guarantee. The Supplier reserves title and copyrights in any drawings and other documents provided to Customer; Customer shall not disclose those to any third parties.

2.4. The Customer shall supply all drawings, data and means on testing needed by Supplier for the execution of the contract free of charge and shall bear the responsibility that intellectual property rights of third parties are not violated by those.

2.5. Rights deriving to the Customer from this Contract shall not be assigned.

3. Prices

3.1. Prices quoted are net prices; VAT (Sales Tax and similar taxes), if any, are to be paid by Customer additionally at the statutory rate.

3.2. Necessary packaging (e.g. boxes, crates, reels, and pallets) shall be either provided or paid for by the Customer. Charges for reusable reels and pallets etc. paid by Customer are credited in whole or in part if Customer returns the packaging in good condition within four weeks, freight and all charges prepaid.

4. Metal Contracts

4.1. If the Customer places an order with the Supplier for metal intended for the subsequent manufacture of products by the Supplier or for products to be delivered by the Supplier made of semi-finished products to be procured by the Supplier ("Metal Contract"), the Customer shall indicate in the order the quantity (in total and, if applicable, of each single partial delivery), the delivery date (if applicable, for each partial delivery) as well as possibly the price (if applicable the price formula). The detailed specification of the product shall - taking into account the processing times of the Supplier, the Customer is aware of - be provided by the Customer in due time so that the Supplier is in a position to deliver the products until the agreed delivery date. In case the Customer does not provide the specification of the products (in due time), the Supplier shall (a) be entitled to the agreed purchase price of the semi-finished products and/or (b) have the right to refuse the manufacture of the products entirely or partially and/or (c) in case the products are nevertheless manufactured, be entitled to claim reimbursement of the prolongation costs incurred in connection with the hedging transaction, if any. The reimbursement of such prolongation costs incurred in connection with the hedging transaction may be claimed by the Supplier also in case of a default in acceptance on the part of the Customer; the legal rights of the Supplier in case of default in acceptance shall remain unaffected thereby. In case the Supplier refuses the manufacture of products according to letter (b) above, the Customer can demand provision of the semi-finished products upon full payment of the purchase price according to letter (a) above.

4.2. Unless otherwise agreed upon in writing, metal contracts shall be scheduled and called off within six months at the latest. From several contracts of the same kind and quality of material the oldest has to be scheduled first. After expiration of these six months, the value of the part of a metal contract that was not yet scheduled shall bear interest to the benefit of the Supplier of 2 percentage points above the then current discount rate of the European Central Bank. In case of such a delay the Supplier shall, moreover, be entitled to terminate the remaining part of the metal contract that was not yet scheduled with effect to the end of each month with a period of notice of two weeks. Any additional legal rights of the Supplier in case of default in call off shall remain unaffected thereby.

5. Passing of Risk

Unless otherwise agreed between the parties in the individual case, delivery is effected FCA, Incoterms 2020.

6. Delivery

6.1. Partial deliveries are permitted unless otherwise explicitly agreed upon. Differences between the quantity delivered and the quantity ordered of up to +/- 10 percent are permitted. This applies both to the delivered quantity as a whole and to partial deliveries. The quantity actually delivered will be invoiced and be payable.

6.2. Delivery dates indicated in the offer are non-binding. In case of explicitly binding delivery periods or dates accepted or specified in the acknowledgement of order those shall refer to the time when the pertinent merchandise leaves the Supplier's works or is held at the Customer's disposal, as the case may be. Such periods may be exceeded by the Supplier by up to one week. The Supplier's obligation to observe agreed-upon binding delivery times is subject to the Customer being fully compliant with any contractual obligations of his own.

6.3. An appropriate extension of the agreed-upon delivery time shall be deemed to have been granted in case of an unforeseeable event beyond the Supplier's control including but not limited to shortfall of energy or of raw materials, strike, lock-out, government action or a default or non-performance on the part of sub-suppliers. If such a delay exceeds one month or if there is a close down of the works either of the Supplier himself or of one of his sub-suppliers or in case of occurrence of extraordinary events beyond the Supplier's control which are not merely of a temporary nature, the Supplier shall be entitled to terminate the contract by giving the Customer written notice to that effect. The Supplier shall inform the Customer without delay in all aforementioned cases about the non-availability of the delivery and shall in case of termination of the contract reimburse a possible consideration already paid by the Customer.

6.4. If the Supplier is in delay with his delivery, the Customer may only, after having set the Supplier an additional period of time of a length reasonable under the circumstances to effect such delivery and the Supplier having failed to do so, terminate the contract with regard to the delivery in question by giving the Supplier written notice to that effect. The same right shall inure to the Customer even without the need to set such an additional period if the Supplier is or has become unable to perform delivery for reasons that are or were within the Supplier's own responsibility or control. Other claims on grounds of delay or non-performance, in particular claims for damages, are limited or excluded in accordance with clauses 8.3 et seq.

6.5. If in the case of quantity, metal or other frame contracts call off orders are made that in their aggregate exceed the quantity originally ordered, the Supplier may, at his discretion, either cancel the excess quantity or deliver and charge such quantity at the price effective on the day of delivery. In case of quantity, metal or other frame contracts individual call offs shall be evenly distributed regarding quantities and periods and shall be made in sufficient time to allow proper production and delivery within the contractually agreed period. If no delivery schedule is stipulated, a period of 3 (three) months shall be deemed to be agreed. If the delivery schedule and the acceptance of merchandise is not made in accordance with the foregoing provisions, the Supplier shall, notwithstanding his other rights, be entitled to withdraw from the frame contract and to claim damages.

6.6. Once an agreed deadline for acceptance of delivery has expired, the Supplier shall no longer be obligated to effect further deliveries.

7. Material provided by the Customer; Tolling Transactions

7.1. For material provided by the Customer the Supplier is freed from the duty to inspect and give notice of defects. This does not apply to apparent defects nor to wrong type or quantity of the provided material.

7.2. The Customer is liable for defects / delays of the Supplier's delivery if those were caused by defects / delays of the Customer's delivery of provided material. The Supplier bears no warranty and liability in this respect. With a view to the quality of the metal provided by the Customer, the Customer warrants that the material is in compliance with the relevant DIN / EN norms. Metal intended for reworking / tolling orders placed by the Customer shall be provided to the Supplier four weeks prior to the delivery date of the order, at the latest.

7.3. Only Supplier's measurement results are relevant in connection with the determination of the weight of the material provided. In case of deviations from the weight indicated by the Customer, Supplier shall provide evidence for his weighing results by furnishing appropriate documents.

7.4. Supplier reserves the right to set off overdue claims against the Customer against credit balances of the Customer with regard to the metal provided at the then current price.

7.5. The ownership of the metal provided by the Customer shall pass to the Supplier upon delivery. The relevant amount shall be credited to the Customer on the Supplier's account for reworking orders.

8. Incoming Inspection, Notice of Defects, Warranty and Liability

8.1. The delivered items shall be carefully examined immediately after delivery to the Customer or to the third party designated by him. Notice of defects including but not limited to deviations in the quantity or identity of any products received or of defects, including in the packing or due to transportation, shall be made in writing not later than one week after delivery. In case of hidden defects, said period shall begin to run from detectability of the defect. With regard to obvious defects or other defects that would have been identifiable in an immediate, careful inspection, the items delivered shall be deemed to have been approved by the Customer if the Supplier does not receive a proper and timely written notice of defects.

8.2. For any defects properly and timely notified by the Customer, the Supplier shall at the Supplier's discretion, either repair or replace such product ("supplementary performance"). Unless otherwise agreed between the parties, the place of performance for such supplementary performance shall be the same as that of the original performance. If such a supplementary performance has failed twice, the Customer shall be entitled, at his option, either to reduce the purchase price appropriately or to revoke the contract.

8.3. Moreover, in case of a culpable breach of essential contractual obligations by the Supplier, the Customer may demand compensation for the damage which the Supplier foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which he could have foreseen taking into account the circumstances known or expected by him. Essential obligations in the above-mentioned sense are obligations only the fulfillment of which allows the due execution of the contract at all and on the fulfillment of which the Customer may regularly rely. The Customer shall be entitled to unlimited compensation of damages in accordance with clause 8.5.

8.4. The period of limitation for any warranty claims according to this clause 8 shall be 12 months. The period of limitation shall begin to run from the date

of delivery respectively acceptance of the products in question where acceptance is required.

8.5. The Customer may claim damages without any limitation in compliance with the applicable law in the following cases:

a) intentional or gross negligent violation of duty on the part of the Supplier or persons whom he uses to perform his obligations or his vicarious agents;

b) damage to life, body and health;

c) damage according to the German *Produkthaftungsgesetz* (Product Liability Act);

d) in compliance with any other mandatory statutory provisions.

8.6. Apart from the claims for damages of the Customer according to clauses 8.3 and 8.5 above, claims of the Customer to compensate any direct or indirect damage no matter on which legal grounds they are based – including any claims for damages on grounds of the violation of pre-contractual duties as well as tort - shall be excluded.

9. Creditworthiness of the Customer

The continued absolute creditworthiness of the Customer is an indispensable precondition for delivery. If, after the conclusion of the contract, the Supplier obtains information which warrant reasonable doubts in this respect, he shall be entitled to demand, at his discretion, either advance payment or collateral or, if a consideration other than payment in cash had been agreed upon, payment in cash. Alternatively, he may terminate the contract or refuse performance and claim damages instead of performance. Such doubts shall be justified, in particular, but not exclusively, in the following cases: A considerable deterioration in the Customer's overall financial position, substantial assignments or encumbrance as collateral by the Customer of inventories, claims or purchased merchandise to other creditors.

10. Retention of Title

10.1. The Supplier retains full title to all merchandise delivered until all open claims he has against the Customer are fully satisfied.

10.2. If the Customer uses such merchandise as material or component to manufacture a new product out of it or if the merchandise delivered is otherwise assembled with any other objects, such manufacturing / assembly shall be deemed to be carried out by the Customer on behalf and in the name of the Supplier without any obligations arising therefrom for the Supplier. If the merchandise delivered is assembled, mixed or combined with other objects, the Customer, at the time of conclusion of the delivery contract, assigns its rights of return, ownership or co-ownership in the mixed or new object to the Supplier and shall keep the mixed object(s) in safe custody for the Supplier with the diligence of a prudent businessman.

10.3. The Customer may resell such merchandise / product only in the ordinary course of business. The Customer herewith assigns to the Supplier as collateral for his open receivables all claims he obtains as consideration for such resale or on any other legal basis. The Customer is authorized to collect the assigned claims. When the Supplier's claims are due, the Customer shall keep such collected amounts separately and shall immediately transfer them to the Supplier. The Customer shall immediately notify the Supplier in case any third party claims attachment of the merchandise under retention or of any of the assigned claims. Any costs of a potential intervention shall be borne by the Customer.

10.4. If the total value of collateral obtained by the Supplier exceeds the total amount of claims open to the Supplier by more than 20 per cent, the Supplier shall at the request of the Customer be obligated to release the excess collateral.

10.5. The authorization of the Customer to process or resell merchandise under retention of title or to collect claims assigned by the Customer to the Supplier expires in the following cases: the conditions of payment are not observed, substantial deterioration in the financial standing, suspension of payments, a petition for insolvency proceedings is filed, business is terminated or negotiations regarding a moratorium are initiated. In such case, the Supplier may take the merchandise into his possession. Unless expressly stated by the Supplier, such repossession, if conducted, shall not constitute a termination of the contract. Any storage, transportation or other costs arising as a consequence of such repossession shall be at the expense of the Customer. In such case and upon pertinent request by the Supplier, the Customer shall inform the garnishees about the retention of title and the assignment of claims. He shall also provide the Supplier with all information and hand over documents needed by the Supplier in order to pursue his claims against the garnishees. The Supplier may, at his discretion, credit merchandise retaken from the Customer at its invoice value, at its current market value or at the value reasonably obtainable by the utilization or sale of such merchandise, the costs thereof, at any rate, being at the expense of the Customer.

11. Conditions of Payment

11.1. Invoices must be paid net (i.e., without deduction) within 30 days from the date of invoice. In case of delay with payment the Customer shall pay default interest amounting to 9 (nine) percentage points above the respective basic rate as announced by the *Deutsche Bundesbank* (German Federal Bank) in the Federal Gazette.

11.2. The Customer is not entitled to withhold due payments. Set-offs may only be made against claims that are either uncontested or have become res judicata. Irrespective of whether the claims of the Supplier are due, he is entitled to set off his claims against claims the Customer has against companies the Supplier is directly or indirectly affiliated with.

11.3. In case of a substantial deterioration in the financial situation of the Customer, the Supplier shall have the right to demand immediate payment of all claims he has against the Customer.

12. Final Provisions

12.1. The place of performance for all obligations deriving from this contract shall be the address of the Supplier's works from which the pertinent delivery / performance must be made.

12.2. Applicable Law and Settlement of Disputes in Case of an EU and Norwegian Customers

With regard to customers with a registered seat in the EU or Norway, this contract as well as all disputes arising out of it or in connection with it shall exclusively be governed by German Law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and of International Private Law. Exclusive place of jurisdiction shall be Nuremberg, Germany.

12.3. Applicable Law and Settlement of Disputes in Case of Non-EU and Non-Norwegian Customers

With regard to customers with a registered seat outside the EU and outside Norway, this contract as well as all disputes arising out of it or in connection with it shall exclusively be governed by Swiss Law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and International Private Law. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Zurich, Switzerland. Arbitration shall be held in the English language.

12.4. The legal invalidity of individual provisions of this contract shall not affect the remaining provisions thereof.