

General Terms and Conditions of Delivery of MATESY GmbH, Jena

§ 1 Validity

- (1) All deliveries, services and offers of MATESY GmbH, Jena (hereinafter referred to as "Seller") shall be made exclusively on the basis of these General Terms and Conditions of Delivery. They shall form an integral part of all contracts concluded by the Seller with its contractual partners (hereinafter also referred to as "Customer") for the deliveries or services offered by the Seller. They shall also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed again. They shall apply to entrepreneurs, legal entities under public law and special funds under public law (Section 310 (1) of the German Civil Code, BGB).
- (2) Terms and conditions of the Customer or third parties shall not apply, even if the Seller does not separately object to their applicability in individual cases. Even if the Seller refers to a letter that contains or refers to terms and conditions of the Customer or a third party, this shall not constitute an agreement to the validity of those terms and conditions.

§ 2 Offer and conclusion of contract

- (1) All offers of the Seller are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. Orders or contracts can be accepted by the seller within (14) days after receipt.
- (2) The legal relationship between the Seller and the Customer shall be governed solely by the written purchase contract, including these General Terms and Conditions of Delivery. This contract fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Verbal promises made by the Seller prior to the conclusion of this contract shall not be legally binding and verbal agreements between the contracting parties shall be replaced by the written contract, unless expressly agreed otherwise between the contracting parties in each case.
- (3) Supplements and amendments to the agreements made, including these General Terms and Conditions of Delivery, must be in writing to be effective. With the exception of managing directors or authorized signatories, the Seller's employees are not entitled to make verbal agreements deviating from the written agreement. Telecommunication, in particular by fax or e-mail, shall be sufficient to comply with the written form requirement.
- (4) Information provided by the Seller on the subject matter of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as representations of the same (e.g. drawings and illustrations) are only approximately authoritative, unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed quality features, but descriptions or identifications of the delivery or service. Deviations customary in the trade and deviations which occur due to legal regulations or which represent technical improvements as well as the replacement of components by equivalent parts are permissible insofar as they do not impair the usability for the contractually intended purpose.

- (5) The Seller retains ownership or copyright of all offers and cost estimates submitted by him as well as drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the Client. The Customer may not make these items available to third parties, either as such or in terms of content, disclose them, use them himself or through third parties, or reproduce them without the express consent of the Seller. At the request of the Seller, he shall return these items in full to the Seller and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of usual data backup.

§ 3 Prices and payment

- (1) The prices apply to the scope of services and deliveries listed in the order confirmations. Additional or special services will be charged separately. Prices are quoted in EUR ex works plus packaging, statutory value added tax, customs duties for export deliveries as well as fees and other public charges.
- (2) If the agreed prices are based on the Seller's list prices and the delivery is to be made more than four months after the conclusion of the contract, the Seller's list prices valid at the time of delivery shall apply (in each case less an agreed percentage or fixed discount).
- (3) Invoice amounts are to be paid within ten days without any deduction, unless otherwise agreed in writing. The date of receipt by the Seller shall be decisive for the date of payment. Payment by check is excluded, unless it is agreed separately in individual cases. If the Customer fails to make payment when due, the outstanding amounts shall bear interest at 9% p.a. from the due date; the right to claim higher interest and further damages in the event of default shall remain unaffected.
- (4) Offsetting against counterclaims of the Customer or the retention of payments due to such claims shall only be permissible insofar as the counterclaims are undisputed or have become res judicata or arise from the same order under which the delivery in question was made.
- (5) The Seller shall be entitled to perform or render outstanding deliveries or services only against advance payment or provision of security if, after the conclusion of the contract, circumstances become known to the Seller which are likely to substantially reduce the creditworthiness of the Customer and as a result of which the payment of the Seller's outstanding claims by the Customer under the respective contractual relationship (including under other individual orders to which the same framework agreement applies) is jeopardized.

§ 4 Delivery and delivery time

- (1) Deliveries are ex works.

- (2) Deadlines and dates for deliveries and services promised by the Seller shall always be approximate only, unless a fixed deadline or date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport, unless expressly stated otherwise by us.

Compliance with the agreed delivery period shall be subject to the condition that all commercial and technical questions which, according to the contract, are reasonably to be clarified prior to delivery have been clarified between the contracting parties and that the Purchaser has performed all acts of cooperation which are mandatory or reasonably to be performed by him for the execution of the contract prior to delivery (such as e.g. provision of the required official certificates or approvals) and has fulfilled obligations which are to be fulfilled as agreed prior to delivery (such as e.g. payment of a deposit). If this is not the case, the delivery time shall be extended accordingly at the expense of the purchaser, insofar as MATESY is not responsible for the delays.

- (3) The Seller may - without prejudice to its rights arising from default on the part of the Customer - demand from the Customer an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the period during which the Customer fails to meet its contractual obligations towards the Seller.
- (4) The Seller shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the failure of suppliers to deliver, to deliver correctly or to deliver on time despite a congruent hedging transaction concluded by the Seller) for which the Seller is not responsible. If such events make it substantially more difficult or impossible for the Seller to provide the delivery or service and the hindrance is not only of temporary duration, the Seller shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract by means of an immediate written declaration to the Seller.
- (5) The Seller shall only be entitled to make partial deliveries if
- the partial delivery is usable for the customer within the scope of the contractual purpose,
 - the delivery of the remaining ordered goods is ensured and
 - the Customer does not incur any significant additional expenses or costs as a result (unless the Seller agrees to bear these costs).
- (6) If the Seller is in default with a delivery or service or if a delivery or service becomes impossible for him, for whatever reason, the Seller's liability for damages shall be limited in accordance with § 8 of these General Terms and Conditions of Delivery.

- (7) If the Customer is in default of acceptance or culpably violates other duties to cooperate, the Seller shall be entitled to demand compensation for the damage incurred by it in this respect, including any additional expenses. Further claims or rights remain reserved.

§ 5 Place of performance, shipment, packaging, transfer of risk, acceptance

- (1) The place of performance for all obligations arising from the contractual relationship is the registered office of the Seller, unless otherwise specified. If the Seller is also responsible for the installation, the place of performance shall be the place where the installation is to be carried out.
- (2) The shipping method and packaging are subject to the dutiful discretion of the seller.
- (3) If shipment of the goods has been agreed and the Seller has not taken over transport or installation, the risk shall pass to the Customer at the latest upon handover of the delivery item (whereby the start of the loading process shall be decisive) to the forwarding agent, carrier or other third party designated to carry out the shipment. If the shipment or the handover is delayed due to a circumstance the cause of which lies with the Customer, the risk shall pass to the Customer from the day on which the delivery item is ready for shipment and the Seller has notified the Customer thereof.
- (4) Storage costs after transfer of risk shall be borne by the Customer. In the event of storage by the Seller, the storage costs shall amount to (0.25)% of the invoice amount of the delivery items to be stored per expired week. The assertion and proof of further or lower storage costs remain reserved.
- (5) The shipment shall be insured by the Seller against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the Customer and at the Customer's expense.
- (6) Insofar as acceptance is to take place, the object of sale shall be deemed to have been accepted when
- the delivery and, if the Seller is also responsible for the installation, the installation have been completed,
 - the Seller has notified the Customer thereof with reference to the deemed acceptance pursuant to this § 5 (6) and has requested the Customer to accept the goods,
 - 30 working days have elapsed since delivery or installation or the Customer has started to use the purchased item (e.g. has put the delivered system into operation) and in this case 30 working days have elapsed since delivery or installation and
 - the Customer has failed to take delivery within this period for a reason other than a defect notified to the Seller which makes the use of the purchased item impossible or significantly impairs it.

§ 6 Warranty, material defects

- (1) The warranty period shall be one year from delivery or, if acceptance is required, from acceptance. This period shall not apply to claims for damages of the Customer arising from injury to life, body or

health or from intentional or grossly negligent breaches of duty by the Seller or its vicarious agents, which shall in each case be time-barred in accordance with the statutory provisions.

- (2) The delivered items shall be inspected carefully immediately after delivery to the Purchaser or to the third party designated by the Purchaser. With respect to obvious defects or other defects that would have been apparent upon immediate, careful inspection, they shall be deemed approved by the Buyer if the Seller does not receive a written notice of defect within (seven) working days after delivery. With regard to other defects, the delivery items shall be deemed to have been approved by Buyer if Seller does not receive a written notice of defect within (seven) working days after the time at which the defect became apparent; however, if the defect was already apparent at an earlier time during normal use, this earlier time shall be decisive for the commencement of the period for giving notice of defect. At the Seller's request, a delivery item which is the subject of a complaint shall be returned to the Seller carriage paid. In the event of a justified complaint, the Seller shall reimburse the costs of the most favorable shipping route; this shall not apply insofar as the costs increase because the delivery item is located at a place other than the place of intended use.
- (3) In the event of material defects of the delivered items, the Seller shall first be obligated and entitled to rectify the defect or to make a replacement delivery, at its discretion to be made within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the Customer may withdraw from the contract or reasonably reduce the purchase price.
- (4) If a defect is due to the fault of the Seller, the Customer may claim damages under the conditions specified in § 8.
- (5) In the event of defects in components of other manufacturers which the Seller cannot remedy for licensing or factual reasons, the Seller shall, at its option, assert its warranty claims against the manufacturers and suppliers for the account of the Customer or assign them to the Customer. In the event of such defects, warranty claims against the Seller shall only exist under the other conditions and in accordance with these General Terms and Conditions of Delivery if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to insolvency. For the duration of the legal dispute, the statute of limitations of the relevant warranty claims of the Customer against the Seller shall be suspended.
- (6) The warranty shall not apply if the Customer modifies the delivery item or has it modified by a third party without the consent of the Seller and the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs of the rectification of defects resulting from the modification.
- (7) Any delivery of used items agreed with the Customer in individual cases shall be made to the exclusion of any warranty for material defects.

§ 7 Property rights

- (1) The Seller warrants in accordance with this § 7 that the delivery item is free of industrial property rights or copyrights of third parties. Each contracting party shall notify the other contracting party in writing without delay if claims are asserted against it due to the infringement of such rights.

- (2) In the event that the delivery item infringes an industrial property right or copyright of a third party, the Seller shall, at its discretion and at its expense, modify or replace the delivery item in such a way that the rights of third parties are no longer infringed, but the delivery item continues to fulfill the contractually agreed functions, or procure the right of use for the Customer by concluding a license agreement with the third party. If the Seller does not succeed in doing so within a reasonable period of time, the Customer shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages of the Customer shall be subject to the limitations of § 8 of these General Terms and Conditions of Delivery.
- (3) In the event of infringements of rights by products of other manufacturers supplied by the Seller, the Seller shall, at its discretion, assert its claims against the manufacturers and upstream suppliers for the account of the Customer or assign them to the Customer. Claims against the Seller shall only exist in these cases in accordance with this § 7 if the judicial enforcement of the aforementioned claims against the manufacturers and upstream suppliers was unsuccessful or is futile, e.g. due to insolvency.

Insofar as software is included in the scope of delivery, the Customer shall be granted a non-exclusive right to use the delivered software including its documentation. It shall be provided for use on the delivery item intended for this purpose. Use of the software on more than one system is prohibited unless otherwise agreed in writing. The customer may only copy, revise and translate the software to the extent permitted by law (§§ 69 a ff. UrhG). A conversion of the object code of the software into a source code that can be further processed is expressly not permitted. The customer is obligated not to remove manufacturer's information - in particular copyright notices - or to change them without MATESY's prior express consent. All other rights to the software and documentation, including copies thereof, remain with MATESY or the software supplier. The granting of sublicenses is not permitted.

§ 8 Liability for damages due to fault

- (1) The Seller's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contractual negotiations and tort, shall be limited in accordance with the provisions of this § 8, insofar as fault is relevant in each case.
- (2) The Seller shall not be liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, unless this involves a breach of material contractual obligations. Material contractual obligations are the obligation to deliver and install the delivery item in due time, its freedom from defects of title as well as such material defects which impair its functionality or usability more than insignificantly, as well as consulting, protection and care obligations which are intended to enable the Customer to use the delivery item in accordance with the contract or which are intended to protect the life and limb of the Customer's personnel or to protect the Customer's property from significant damage.
- (3) Insofar as the Seller is liable on the merits for damages pursuant to § 8 (2), this liability shall be limited to damages which the Seller foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which it should have foreseen by exercising due care. Indirect damage and consequential damage resulting from defects in the delivery item shall also only be compensable insofar as such damage is typically to be expected when the delivery item is used for its

intended purpose. The above provisions of this Paragraph 3 shall not apply in the event of intentional or grossly negligent conduct by members of the Seller's executive bodies or senior employees.

- (4) The above exclusions and limitations of liability shall apply to the same extent in favor of the organs, legal representatives, employees and other vicarious agents of the Seller.
- (5) Insofar as the Seller provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by the Seller, this shall be done free of charge and to the exclusion of any liability.
- (6) The limitations of this § 8 shall not apply to the Seller's liability for intentional conduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act.

§ 9 Retention of title

- (1) We retain title to the delivery item until receipt of all payments under the delivery contract. In the event of culpable conduct by the purchaser in breach of the contract, in particular in the event of default in payment, we shall be entitled, after setting a reasonable deadline, to take back the delivery item; the purchaser shall be obliged to surrender it. The taking back of the delivery item by us shall always constitute a withdrawal from the contract. The seizure of the delivery item by us shall also always constitute a withdrawal from the contract.
- (2) In the event of seizures or other interventions by third parties, the purchaser must notify us immediately in writing so that we can take legal action in accordance with § 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO, the Buyer shall be liable for the loss incurred by us.
- (3) The buyer is obliged to sufficiently insure the delivery item against theft, breakage, fire and water damage at his own expense.

§ 10 Final provisions

- (1) If the Customer is a merchant, a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the Seller and the Customer shall be Gera or the registered office of the Customer, at the Seller's discretion. In such cases, however, Gera shall be the exclusive place of jurisdiction for actions against the Seller. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
- (2) The relations between the Seller and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (CISG) shall not apply.
- (3) Insofar as the contract or these General Terms and Conditions of Delivery contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the

contracting parties would have agreed to in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery if they had known about the loophole.