

# General Terms and Conditions of the UWT GmbH

## 1. Scope

- 1.1. We do not accept conditions of the customer which contradict or deviate from our conditions of sale unless we have agreed to these in writing on an individual basis. Our conditions of sale shall also apply if we perform the delivery to the customer without any reservations in spite of knowing the conditions of the customer opposite or deviating from our conditions of sales.
- 1.2. All agreements which are reached between us and the customer regarding the execution of this contract are put down in writing in this contract.
- 1.3. Our conditions of sale only apply towards businessmen in the sense of § 310 para. 1 BGB (German Civil Code).
- 1.4. Our conditions of sale also apply for all future business with the customer.

## 2. Offer

- 2.1. Our offers are without engagement unless we expressly give a written consent. An order is only accepted by our written confirmation (order confirmation). Contracts concluded by confirmation cannot be cancelled without our approval. Any technical changes which are required by the purchase later on allow us to change the price in the frame of the additional costs incurred hereby.
- 2.2. We reserve the right of property and copyright for illustrations, drawings, calculations and any other documents. This also applies for such written documents which are marked with "Confidential". Before forwarding such documents to third parties we must give our expressive approval in writing to the customer.
- 2.3. Technical data, illustrations, drawings, indications of weight and dimensions are only binding if they are confirmed by us in writing. We reserve the right to make changes on the design. Any information in leaflets or operating instructions shall not apply as an agreement of features. The purchaser must check the usability of our goods at his own responsibility.

## 3. Delivery time

- 3.1. Delivery dates are non-binding; unless they are confirmed in writing by us. The beginning of the time of delivery specified by us implies that all technical questions have been clarified. If the cooperation of the purchaser is required for the fulfilment of the contract the delivery term only starts with the rendering of the act of cooperation by the purchaser such as e.g. with the receipt of the documents which the purchaser shall submit as well as a possibly agreed downpayment. We reserve the right to object to unfilled contracts.
- 3.2. In the event that the customer is in default of acceptance or if he culpably violates other obligations of cooperation, we shall be entitled to demand compensation for the loss resulting to us in this respect including any extra expenditure. All further claims or rights are reserved.  
Provided that the conditions for this are causing the risk of a chance loss or a chance deterioration of the item for delivery passes to the customer at the time of its acceptance or debtor's delay.
- 3.3. In so far as delivery is arranged as "ex works" the period of delivery has been observed if the goods are made available for the purpose of collection within the agreed term.
- 3.4. Force majeure, stoppages, strikes or other hindrances that are not our fault at our premises or at the premises of our supplier shall release us from our obligations to deliver for the period of interruption and its effects. We will inform the customer immediately of such an event. Should the impeding circumstances still continue one month following the expiry of the agreed period for performance either party may withdraw from the contract. This also applies to the reservation that there are for the fulfilment of the contract no barriers because of national and/or international regulations of foreign trade legislation or any embargoes and/or sanctions to be opposed. Further claims by the customer due to exceeding the period for performance for reasons that are not our responsibility will be excluded.

## 4. Transfer of risk during shipment

- 4.1. Provided that nothing else is stated in the order confirmation the delivery "ex works" is agreed.
- 4.2. In the event that the shipment of the purchase item is agreed we shall chose the safest and most cost-efficient shipping solution at our discretion.
- 4.4. In so far as the customer requires we will cover the shipment with a transport insurance; the costs incurred to this will be covered by the customer.
- 4.5. If delivery "ex works" has been agreed the risk shall pass to the purchaser as soon as we have transferred the goods to the transportation company or as soon as we have made them available to the purchaser. If dispatch is delayed due to circumstances that the buyer is responsible for then then risk is transferred to the purchaser with the message of readiness to ship. In this case, we will be storing the goods at the purchaser's cost and risk; for storing the goods in our factory we will charge a minimum of 0.5% of the invoice value of the delivery stored per month. The purchaser will be free to prove that no damage has been encouraged or that the damage is significantly less than the demanded fee. Any further claims for damages of UWT shall remain unaffected.

5. **Prices**

- 5.1. The prices stated by us apply unless otherwise agreed in individual cases, ex works plus packaging and freight, etc. as well as the applicable legal value added tax at the time of delivery. For orders which shall be delivered more than 4 month after the conclusion of the contract deliveries shall be made on the basis of the valid list price at the time of delivery.

6. **Terms of payment**

- 6.1. All invoices become payable and due 30 days after the invoice date. Payments shall only be deemed effected to the extent to which we can freely dispose over them at our bank. We shall only accept cheques or bills of exchange pending full discharge of debt; discount and expenses shall be covered by the customer.
- 6.2. In the event of default, the default interest shall be charged at a rate of (8) percent above the base rate. Further claims for compensation of UWT remain unaffected.
- 6.3. If reasonable doubt arises in regards to the customer's ability to pay, we are entitled to demand down payments or provision of security. In addition to that, we have the right at our discretion to withdraw from the fulfilment of all existing contracts, to make our accounts receivable immediately payable and due. The same condition applies in the event of an application for opening of insolvency proceedings on the purchaser's property.
- 6.4. The customer may only use undisputed or lawfully established counter claims against our claims. The customer shall only have the right of retention if his counterclaims have the authority of a final decision, are undisputed or accepted by us. Moreover, he is authorized to exercise a right of retention only in so far as his counter claim rests on the same contractual relationship.

7. **Reservation of title**

- 7.1. We reserve the ownership of the item purchased until all payments resulting from the supply contract are being received. In the event that the customer should act contrary to the contract and in particular in the case of delayed payment, we are entitled to take back the sold goods. The return of goods to us is construed as a termination of the contract. After taking back the purchase item, we are entitled to utilize the revenue and from such utilization it must be set off against the customer's liabilities - minus any reasonable costs of utilization. We reserve the ownership of the item purchased until all payments resulting of the existing business relation with the customer are received.
- 7.2. The customer is obliged to treat the purchased item with care, in particular he is obliged to ensure them against fire and water damage and theft at his own expense with the insured sum being adequate to cover the replacement value. As far as maintenance and inspection works are required, the customer must carry out these works at his own expense in a timely manner.
- 7.3. In the event of levies of execution or other intervention by third parties, the customer must inform us immediately in writing so that we may take action according to § 771 ZPO (Code of Civil Procedure). If the third party is unable to reimburse us, then the judicial or out-of-court cost within this context according to § 771 ZPO (Code of Civil Procedure) the customer is liable for the loss occurred to us.
- 7.4. The customer is entitled to resell the purchased goods in the ordinary course of business; however, the customer hereby assigns to us in advance any claim to the amount of the invoice total (including value added tax) of our claim that arise from reselling the goods to his customer or third party irrespective of whether the purchased item was sold without or after further processing. The customer shall still be authorized to collect this debt after the assignment. Our authority to collect the receivables ourselves remains unaffected therefrom. However, we agree not to recover the debts ourselves; as long as the purchaser complies with his payment obligations from the amounts of the collected profits, does not get into default of payment and particularly does not file for insolvency or bankruptcy or institute a payment freeze. Should this be the case, then we shall request the customer to identify the assigned receivables and their debtors, give us the details necessary for collection, hand over the related documents and inform the debtor (third party) of the assignment.
- 7.5. The processing or modification of the purchased item by the customer will always be carried out on our behalf. If the object of sale is indivisibly mixed with other objects which don't belong to us, we shall acquire part ownership of the new object proportional to the value of the purchased item (the final invoice amount, including value added tax) to the other processed objects at the time of combining. For the object arising from such processing for the rest the same applies as for the goods delivered under reservation.
- 7.6. If the object of sale is indivisibly mixed with other objects which don't belong to us, we shall acquire part ownership of the new object in relation to the value of the added object (the final invoice amount, including value added tax) to the value of the object provided at the time of processing. If such intermixing has occurred, then the customer's item is to be regarded as the primary item and agreed that the customer transfers proportionate co-ownership to us. The customer shall then hold the resultant sole or partial property for us.
- 7.7. To secure our claims against the customer, should also assign all claims against a third party that accrue to him through the connection of the object of sale to property.
- 7.8. At the request of the customer, we would undertake to release the securities to which we are entitled in so far as the realizable value of our securities will not exceed the receivables to secure by more than 10 %; the choice of the securities to be released is within our scope of responsibility."

## 8. Documentation

- 8.1. A free of charge documentation is attached to each device; if several documentations are ordered by the purchaser the incurring cost will be invoiced.

## 9. Responsibility for defects

- 9.1. With respect to material damage the customer is initially required to comply with the statutory inspection and complainant obligations of § 377 HGB (German Commercial Code). The complaint must be made in writing. Any visible defects (Quantity, identity and packaging damages, etc.) must immediately be claimed by the purchaser latest within 7 working days upon receipt of the goods. The purchaser must claim any other defects immediately upon discovery. Decisive in each case is a date upon which UWT receives the complaint. If the complaint is not received in time, claims of the customer are excluded.
- 9.2. In case of material defects which do not and not significantly impair the value and suitability of the goods, the customer cannot derive any further rights.
- 9.3. If upon transfer of risks the goods show a material defect we are entitled and obliged to effect subsequent performance. The subsequent performance is carried out at our choice either by rectification or replacement delivery. The cost for the subsequent performance in particular cost for transportation, travel, labour and material will be covered by us.
- 9.4. If such cost amount to more than 50 % of the value of the consignment, we are entitled to refuse subsequent performance. All other rights remain unaffected.
- 9.5. If the type of subsequent performance chosen by us or it is deemed to be unreasonable for the customer is it denied by us or is it unreasonably delayed for reasons for which we responsible the purchaser can - regardless of possible compensation claims- withdraw from the contract or reduce the payment.
- 9.6. We are liable in accordance with statutory provisions inasmuch as we culpably breach a material obligation; however, in that case liability to effect compensation is deemed to be limited to the occurrence of foreseeable damages of typical nature.  
An important contractual obligation exists if the breach of duty applies to an obligation, the performance of which the customer has relied upon and indeed was entitled to rely upon.
- 9.7. In so far the customer is entitled to compensate the damage instead of performance due to negligent breach of duty our liability is limited to reimbursement of the foreseeable damage which would typically occur.
- 9.8. We are liable in accordance with statutory provisions as far as the customer asserts a claim on compensation on grounds of intent or gross negligence including intent or gross negligence on part of representatives or auxiliaries. As far as we are not charged of having violated the contract intentionally the liability for compensation shall be limited to the foreseeable typically occurring damage.
- 9.9. Liability on account of culpable injury to life, limb and health shall not be affected; this also applies to statutory liability laid down in the German Product Liability Act.
- 9.10. Unless the previous paragraphs do not provide otherwise any liabilities are being excluded.
- 9.11. The limitation period for any claims arising from defects shall be twelve (12) months beginning with the transfer of risk. This shall not apply if the purchased item is in general used for a building and has actually caused the building defect.
- 9.12. The statute of limitations in the event of a delivery recourse according to the §§ 478, 479 BGB (German Civil Code) remain unaffected; it is five years beginning from delivery of the faulty object.

## 10. Service life guarantee

- 10.1. If a surcharge amounting to 12,00 Euros is paid we grant a service life guarantee for the term of five (5) years beginning with the transfer of risk beside the above mentioned liability for defects. Any damages and impairments for which we are not responsible are excluded from the service life guarantee. Therefore, damages of any kind which were caused by the customers or any person assigned by him - independent from the legal relationship they are responsible for - are being excluded. This is particularly regarding the non-observance of safety requirements, incorrect storage, transportation, installation, commissioning, operation and maintenance, harmful interventions, changes or repairs, wrong use or improper operation as well as insufficient operation of the device or others. Furthermore, any damages are excluded from the service life guarantee which had been caused due to normal wear as well as force majeure or any other external factors.
- 10.2. The rectification or replacement of any defective device or of a defective performance does not extend the granted service life guarantee of five (5) years.

## 11. Joint liability

- 11.1. Any liability going beyond the liability for damages stated under figure 9 is excluded - regardless of the legal nature of claim asserted. This shall apply in particular for compensation claims for damages resulting from culpability at the time of contract conclusion for other breaches of duty or for offence claims to compensation for damages to property according to § 823 BGB (German Civil Code).
- 11.2. The limitation of para. (1) also applies if the customer - instead of asserting a claim for damages - demands restitution of expenses incurred rather than fulfilment of obligations.

- 11.3. So far, our compensatory damages liability has been excluded or limited. Such exclusion or limitation will also apply to personal compensatory liability for damages of our staff members, employees, collaborators, representatives and auxiliaries.
12. **Secrecy**
- 12.1. If samples, drafts, plans, drawings or other technical information are required from a customer UWT undertakes to keep them confidential and shall not without special consent use them for any other purposes or make them accessible to third parties or to the general public and shall use them for the designated purpose only.
- 12.2. The purchase shall treat confidential any and all information received regarding samples, plans, drawings or any other technical information. He shall not use them in any other way or make them available to third parties. In case of any infringements the purchaser is obliged to replace us any damages resulting hereof. A confidentiality obligation does not apply if the information are publicly available or become known at a later state without breach of this obligation or if the customer obtains the information from third parties in lawful manner for free use and without any possible obligation of secrecy.
13. **Place of jurisdiction**
- 13.1. Place of jurisdiction is Kempten if the contractual party is a merchant, a legal entity under public law or a public-law specialfund. UWT is also entitled to bring an action against the customer at his place of residence and/or business. For any contracts made with us, only the German legal system is being followed, the UN Convention on Contract for International Sale of Goods and other colliding standards in international private law are being excluded.
14. **Final provisions /ROHS/AEO**
- 14.1. The standards of the so-called ROHS directive (2011/65-EU) must absolutely be followed.
- 14.2. In the course of our certification as an authorized economic operator AEO we expect from our business partners that goods, which are produced, stored, transported, delivered or taken over by us, are subject to the following criteria:
- Such products have to be produced, stored, treated or processed and loaded at safe industrial premises and safe trans-shipment locations.
  - The goods must be protected against unauthorized access during production, storage, treatment or processing, loading and transportation.
  - The staff involved in production, storage, treatment or processing, loading, transportation and taking over of such goods must be reliable.
  - Business partners acting on your behalf must be informed to take measures in order to ensure the delivery chain.
- 14.3. Should any provision of these General Terms and Conditions of Business be or become null or void the validity of the remaining provisions hereof shall not be affected .

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