

# General Terms of Sales, Delivery and Payment of WFL Millturn Technologies GmbH & Co. KG

## I. General

- The following terms shall apply to all our supplies and services (including supplementary services, such as proposals, planning assistance and consulting).
- Divergent conditions of the Purchaser are herewith contradicted. They are not binding for us even if we do not explicitly contradict them upon receipt thereof. Our terms shall be deemed to have been accepted upon award of order or upon receipt of the order confirmation, however, at the latest upon receipt of our supply.
- Unless any provision to the contrary has been stipulated, our quotations are without obligation and hold the right of prior sale. Delivery contracts and any other agreements (including subsidiary agreements) as well as statements made by our representatives shall be binding for us only by our written confirmation.
- Any properties of the object of supply shall be deemed as warranted only in as far as we have declared the warranty as such in writing.
- Any correspondence (e.g. order confirmations, invoices, credit notes, statements of accounts, reminders of payments) printed out by data processing systems shall be binding even without a signature.
- Please note that we process personal data in accordance with the GDPR Article 6(1)(b) if required for contract performance or pre-contractual measures. As far as necessary for contract performance, these data are transferred to third parties who have been commissioned by WFL Millturn Technologies GmbH & Co. KG to execute the contract.

## II. Prices

- Unless otherwise specified, our prices are to be understood 'ex works', plus packing and value tax added.
- Should there be a change in the price basis prior to the day of delivery, e.g. by increase raw material prices or in wages, we reserve the right to adapt our prices accordingly, as far as this is legally permissible.
- Packing and packing material will not be taken back with the exception of COLLICO cases and containers.

## III. Terms of Payment

- Unless otherwise agreed upon 1/3 of the price is due after receipt of the order confirmation, 1/3 after notification of readiness for dispatch and 1/3 following to the inspection/run-off. Payments have to be made to one of our accounts without any deduction and free of charges. Payments shall only be regarded as effected from the day on which the amount is at our disposal.
- Should the due dates be exceeded, we shall charge interest at the rate usually charged by banks for credits, plus commission and charges.
- Bills of exchange and cheques shall only be accepted by special agreement and only in token of payment. We reserve the right to refuse acceptance in individual cases. Discount and other charges shall be borne by the Purchaser.
- Payments shall always be credited against interest and costs first and then against our oldest claims, irrespective of other dispositions by the Purchaser.
- Delivery shall be effected on condition that the Purchaser is credit-worthy and solvent. In case of delay in payment, rejection of cheques or bills of exchange, suspension of payments, institutions of proceedings conducive to a settlement of debts, non-compliance with the conditions of payment, and in the face of circumstances liable to reduce the Purchaser's trustworthiness, we shall be entitled to appropriately modify the terms of contract any time or to withdraw from the contract in case of final refusal to pay. Furthermore, we shall be entitled to effect outstanding deliveries against advance payment only, and to withdraw from the contract or to claim damages for non-performance in case of default in payment after having granted an appropriate period of grace.
- The set-off and withholding of payments on account of any counterclaims made by the Purchaser, but not accepted by us, is excluded. This especially applies to claims of warranty. If the Purchaser has a claim against us (e.g. from a counter business), we shall be entitled to set off our claims against those of the Purchaser. This also applies if cash payment has been agreed, on the one hand, and payment by bill of exchange, on the other hand, or if the reciprocal claims are due and enforceable at different times. In this case settlement will be effected with the value of date.

## IV. Reservation of Ownership

- Our supplies shall be effected exclusively with reservation of ownership (reservation goods). Ownership will pass to the Purchaser only after he has fully met his obligations arising from our deliveries of goods (including any subsidiary claims). Claims from companies in which WFL Millturn Technologies GmbH & Co. KG hold a direct or indirect majority participation, shall also be considered as being claims arising from our delivery of goods.
- We shall be entitled to insure the object of sale against theft and damage due to breakage, fire, water and other causes, unless proof has been furnished that the Purchaser has taken out the respective insurance himself.
- The Purchaser shall inform us without delay of any levy of execution, including an imminent execution, or of any other impairment of our rights of ownership by thirds and he shall confirm our right of ownership in writing, both to thirds and to us. In case of a levy of execution, a copy of the bailiffs return shall be sent to us.
- Should the Purchaser default in payment, we shall be entitled to demand the immediate surrender of the reservation goods and to secure direct possession of such by ourselves or by authorised persons, irrespective of where these goods are. The Purchaser is liable to surrender the reservation goods to us and to furnish us with the information and documents required for the assertion of our rights.
- For securing all our claims arising from the business relation now and in future the Purchaser already now shall assign to us any claims with subsidiary right which he will obtain from the possible resale or other utilisation of the reservation goods (e.g. connection, processing, installation in a building).

6. Should the sale or other utilisation of our reservation goods -irrespective of their condition- be effected together with the sale or other utilisation of objects involving third parties rights and/or connection with services rendered by thirds, then this advanced assignment shall be restricted to the amount invoiced by us.

7. The Purchaser is entitled to collect the claims assigned to us until we withdraw the authority to collect. We shall be entitled to withdraw the authority to collect in case of delay in payment, suspension of payments, institution of proceedings conducive to a collection of debts, and in the event of circumstances liable to reduce the Purchaser's trustworthiness, in case of a withdrawal of the authority, the Purchaser, upon our request, shall immediately inform us of the debtors of the assigned claims, and furnish us with the information and documents necessary for collection, and inform his debtors of the assignment. We shall be entitled to advise the Purchaser's debtors ourselves and to request payments from them, to us.

8. If the value of the securities to which we are entitled in line with the above mentioned provisions, exceeds our invoice amount by more than 20%, we shall be liable to release exceeding securities, upon the Purchaser's request and at our option, but on the assumption that with the exception of supplies effected as genuine current account transactions, subject to true rate of current account, the release has to be granted only for such supplies, or the substitute values thereof, which have been fully paid.

## V. Dimensions and Weights, Performance and Consumption Data

The dimensions, weights, performance and consumption data indicated in our quotations, drawings and illustrations are only approximate values, unless together with tolerances they have been expressly specified as being binding. A tolerance of +/- 5% is applicable to performance and consumption data. They refer to the machine or unit only and not to auxiliary equipment. Furthermore, these data as well as any details on other operational data and functions are based on the machine or unit being equipped and operated as specified by us, or, in the absence of such specifications, on normal equipment and operation. In addition to this, all the corresponding technical inspection and safety regulations of the manufacturer's country shall be relevant to our supplies. We reserve the right of modifying the design appropriately. Our foundation drawings are just layouts for setting up the machine or unit. Stress analysis of the foundation, the preparation of the civil engineering drawings as well as the compliance with all provisions of the public law pertaining to the construction and operation of the machines or units (e.g. construction, trade and accident prevention regulations) are the Purchaser's duty.

## VI. Software – intellectual Property, Documents, Illustrations, Drawings

All software delivered with the machine is the intellectual property of WFL Millturn Technologies GmbH & Co. KG or of their sub suppliers and is protected by copyrights. By acquisition of the machine the buyer has the right to use the software with the acquired machine. All other use, redevelopment, decompilation, deassembling or copying, distribution, renting out in whatever form towards a third party or copying except for memory back up without our written consent is prohibited. Written Documents and drawings shall remain our property, unless they have to be handed over for the operation and maintenance of the machine or unit, in accordance with the contract. We reserve the copyright in this case, too. The documents must not be passed on to thirds and have to be returned to us upon our request or if our quotation is rejected.

## VII. Inspection Testing

Inspection tests shall take place in our works during normal working hours, unless otherwise agreed. If the contract does not include any provisions with regards to technical details, the general practice of the Mechanical Engineering branch of industry in the Federal Republic of Germany shall be decisive for the tests.

## VIII. Calculation of Machining Time

The machining time has been calculated theoretically on a basis of the instructions given on the drawings, without practical tests. The actual machining time depends on the material quality, degree of hardness, and distortion due to hardening of the workpiece to be machined, as well as on the quality of the tools used.

## IX. Test Workpieces for Inspection/Run-Off

If the Purchaser makes available the workpieces required for the inspection/run-off of the machine, he must ensure that all the important characteristics of the workpieces in terms of material, tolerance, excess allowance, degree of hardness, distortion due to hardening, etc. will comply with the data given on the valid workpiece drawing.

## X. Protection of Patents

- The Purchaser assures that the workpieces required by him which are to be machined on the machine manufactured by us are not covered by a patent. In case an infringement on an existing patent right will occur by us of our machine, the Purchaser will keep us indemnified from all claims of the patent holder.
- It is our discretion to promote this machine and the workpieces to be machined on it even with mentioning the name of the Purchaser as a reference, and to sell the same type of machine or an improved model produced by us to other customers as well, without giving a right to the Purchaser to raise a claim against us or any other of our customers.

## XI. Delivery

- In case of a quotation ex works, delivery shall be effected to the Purchaser's account, carriage forward, unless otherwise explicitly agreed. Partial and advance deliveries are permitted.
- Routing, transport and packing, as well as other securities shall be left to our choice. The risk of transport shall be borne by the Purchaser in any case. An insurance against breakage will be taken out at our discretion and at the Purchaser's expense.
- Any damage or losses shall be confirmed by the carrier in the bill of lading immediately upon receipt of the goods, for the purpose of claiming damages.

## General Terms of Sales, Delivery and Payment of WFL Millturn Technologies GmbH & Co. KG

### XII. Passing of Risk

1. Unless otherwise agreed, all risks in connection with the object of sale shall pass to the Purchaser as soon as the respective shipment leaves the supplier's works or, in case of a delayed dispatch for reasons for which we are not responsible, upon the notification that the goods are ready for dispatch.
2. The Purchaser shall bear all risks for objects lent to him, such as tools and assembly equipment, from the time they leave our works until their return to our works.
3. Furthermore, the INCOTERMS shall apply as amended up to the day the order confirmation is mailed.

### XIII. Delivery Period and Impediments

1. Delivery Periods shall be approximate periods, unless we have confirmed a definite delivery date in writing. Delivery periods shall commence on the date of our order confirmation, but not before clarification of all details necessary for the execution of the order and all other prerequisites to be provided by the Purchaser for the proper fulfilment of the contract. The latter also applies to delivery dates.
2. Should the Purchaser neglect his duty of assistance (e.g. by not making the request for delivery in time, or refusing the acceptance), we shall be entitled, after having unsuccessfully granted a period of grace, to arrange for storage of the object of sale at the Purchaser's expense and risk, whereby it will be considered as accepted, or to take the necessary measures ourselves and effect delivery or to withdraw from the part of contract not yet fulfilled or to claim compensation for damage.
3. Events of force major reasonably extend the delivery period and entitle us to fully or partly withdraw from the contract. Events of force major also include strike, lockout, breakdown of plant, delays in the delivery of important raw materials, or other unforeseen circumstances making delivery substantially more difficult or impossible to us. This also applies if the circumstances mentioned occur during the delay or at sub-supplier.
4. If the delivery period or a date agreed is exceeded, the Purchaser shall be entitled to demand an explanation within four weeks as to whether we will withdraw or deliver within a reasonable period of grace. If we fail to give an explanation, the Purchaser is allowed to withdraw from the contract with respect to the part not yet fulfilled.
5. Damage claims of the Purchaser resulting from a delay are excluded unless legal stipulations to the contrary are binding.

### XIV. Guarantee and Liability

1. We furnish a guarantee for faultiness and the properties warranted, in accordance with the latest technical development. Design and/or execution modifications which neither impair the function nor the value of the object, shall be reserved and do not entitle the Purchaser to a complaint.
2. Any complaints must be lodged immediately and will only be considered if received within two weeks after receipt of the goods. Any defects not detected within this period despite the most careful examination, shall be reported immediately, but not later than two weeks after detection. If the delivered object shows signs of defects which impair the value and/or function to more than a negligible extent, or lacks a property warranted, we shall remedy the defect free of charge within a reasonable period by repair or replacement, at our option..
3. The Purchaser may claim for redhibition or depreciation only, if the defects are not remedied within a period of grace granted to us.
4. All more far-reaching claims of the Purchaser, especially those for the compensation of consequential damages, are excluded.
5. All the Purchaser's contractual and legal warranty claims become statute barred after a period of six months from start-up or of three months in case of multiple shift operation. In case dispatch, set-up or start-up of the object is delayed without our fault, the period of statutory limitation will expire not later than 18 months after notification of readiness for dispatch.
6. We do not assume any guarantee for delivered parts, which are subject to premature wear due to their nature, destination or use, nor for any damage arising from complying with explicit Purchaser's wishes, unsuitable or inappropriate use of machinery and equipment, faulty erection or start-up by the Purchaser or thirds, faulty or negligent handling (especially overload), or faulty repair, unsuitable operating media, natural wear, defects of the construction work (foundation), unsuitable subsoil, chemical, electrochemical, electronically and electrical effects, replacement materials or similar circumstances, provided these are not due to our fault and where the Purchaser has not proved that the damage incurred has not been caused by the above-mentioned conditions.
7. As regards defects on units supplied by a third company (essential third company products), our responsibility is limited to the assignment of all claims against the supplier to which we are entitled. Should the Purchaser not be satisfied by the claims assigned to him, we shall furnish a guarantee in accordance with the stipulations indicated in items 1 - 6 above.
8. Should the machine or installation fail to achieve the output stipulated, although the Purchaser has granted us a reasonable period of time and opportunity to effect the repair, the Purchaser may only claim a deduction of the purchase price, without prejudice to his right to withdraw from the contract if further adherence to the contract cannot be reasonably expected to him.

9. The Purchaser is obliged to grant us the time and opportunity we consider necessary for detecting and remedying defects, for repair work and/or replacement or for maintaining parts, and to make the necessary labour and auxiliary equipment available to us to a sufficient extent; otherwise, we shall be relieved from our liability for defects. The Purchaser shall be entitled to have the defect eliminated by his own staff or by thirds only in urgent cases jeopardising the safety of operation or for the prevention of unproportionately great damage, of which we have to be notified immediately, of if we have defaulted on remedying the defect. We shall assume the costs for this action only to the necessary extent and against appropriate proof.

10. If we fail in our liability for defects or any other obligations to such a considerable degree that the Purchaser cannot be reasonably expected to continue to adhere to the contract, he shall be entitled to withdraw or to receive a deduction of the price, whereby any more far-reaching rights are expressly excluded.

### XV. Non-Liability Clause, Compensation for Damages

1. Claims of any kind from tortious liability for compensation of any direct or indirect damage (e.g. for consulting or assembly errors, infringement of secondary contractual obligations, culpa in contrahendo, culpable violation of contract or unlawful act) are excluded even beyond the scope of guarantee, unless intention of gross negligence can be blamed on us. This also applies to claims for damages for wrong delivery or impossibility.
2. In case we are liable, our liability is limited to the damage foreseeable at the time of signing the contract, but not more than to the amount invoiced by us. This liability limitation also applies to any liability for delay unless intention or gross negligence can be blamed on us.
3. If the payment of a contractual penalty (liquidated damages) for delay non-compliance with guaranteed values etc. has been agreed, all damages results for the Purchaser from our delay, non-compliance with guaranteed values for which we are responsible, etc. shall be considered compensated by the payment of this contractual penalty.
4. Purchaser's claims against us for the compensation of a) personal injury, b) damages on goods but not on the object, c) damage on property, which is not a) design errors, b) instruction errors, c) fabrication errors, (consequential damages), are excluded from any legal point of view, unless the damage is caused by an intentional or grossly negligent violation of contract or act of our company, its legal representatives, its executives or other persons acting in the performance of a contractual obligation..

### XVI. Conditions for Set-Up and Assembly

1. The Purchaser shall reimburse us for all expenditures accumulated in terms of assembly and allowance rates, in particular rates for overtime, work on Sunday and legal holidays, for any person employed by us for set-up or assembly. Travel time and waiting time are considered to be working time. The Purchaser shall reimburse the costs for 2nd class railway return ticket, or for 1st class in case of night travel or travel abroad, as well as the costs for baggage and tools.
2. All constructive measures required for set-up and assembly must be carried out before our work commences such as to enable start of set-up and assembly immediately after delivery and continuation without interruption. The substructure (foundation) must be completely dry and set and the rooms where set-up and assembly are to take place must be sufficiently protected from the weather, well lighted and sufficiently heated.
3. The Purchaser must make available a dry, lighted, locked and guarded room in order to keep the machine parts, materials, tools, etc..
4. The Purchaser shall make available or provide the following for us, in right time and at his own expenses:
  - a) skilled and unskilled labour, as required by us
  - b) the fixtures and required material necessary for set-up and assembly, as well as for start-up
  - c) unloading the rail wagons and transporting the machines and equipment from the railway or ship to the place of set-up and assembly
5. The Purchaser bears the risk of transport even for the parts brought along by us..
6. Our liability for set-up and assembly is determined by the law. Unless any compulsory legal stipulations to the contrary are in force, any liability for consequential damage, however, is excluded.

### XVII. Place of Fulfilment and Jurisdiction

1. The place of fulfilment for delivery and payment is the headquarter of the sales organisation which signs the contract (company stamp).
2. Any disputes arising out of or in connection with this contract shall be under the jurisdiction of the local court of law competent for the headquarters of our sales organisation. We may appeal, however, to another court of law competent for the Purchaser.

### XVIII. Miscellaneous

1. The law valid at the headquarters of the sales Organisation which signs the contract shall be applied to any interpretation of the contract as well as in case of legal disputes.
2. Individual undue or invalid clauses of the contract have no effect on the remaining clauses and must be replaced by such clauses that will come as close as possible to the economic interest.