

The following pages contain the current general terms and conditions of sale of Brugger GmbH

## 1. Quotations

Our quotations are subject to change until an agreement is concluded. We reserve the right of ownership and copyright to all cost estimates, drawings and other documents; they may not be made available to third parties. With regard to patent, sample and trademark protection, orders shall be accepted and carried out at the customer's risk. The customer shall also assume liability that the rights of third parties will not be violated through the use of drawings and samples sent, etc.

## 2. Transactions

All transactions concluded with us, even if verbally agreed with our sales representatives, require, as a rule, written confirmation from us to be legally valid.

Our general terms and conditions of purchase shall also apply to all future transactions. Even if individual provisions become invalid, the remaining content shall remain binding. Deviating agreements and addenda are only valid if they are confirmed by us in writing. Any order conditions specified by the customer shall not be binding for us, even if we do not expressly disagree with them.

## 3. Delivery

Deliveries prior to the delivery date and partial deliveries are permitted. Any event that considerably impairs delivery or makes it impossible entitles us to postpone the delivery for the duration of the impairment plus a reasonable lead time or to withdraw from the agreement due to the part not yet fulfilled. If the delivery date exceeds one month, we will inform the customer, if requested, within two weeks as to whether we will be withdrawing from the agreement or will deliver within a reasonable extension period. If new delivery date or extended date cannot be met, the customer is entitled to withdraw from the agreement. Further claims due to late delivery shall be excluded.

## 4. Prices / Shipping

Our prices are valid ex works in Euro, including standard packaging. Unless otherwise agreed, the seller shall assume shipping costs starting at an order value of EUR 150, free to the destination or destination train station within the Federal Republic of Germany. The means of transport and transport route shall be left up to the seller, unless otherwise agreed. The weight we determine shall be definitive for calculating the freight costs.

For orders valuing EUR 50 or below, a minimum charge of EUR 25 shall be invoiced. Packaging material shall not be taken back.

The goods are shipped at the risk of the recipient, even if delivered free of charge.

## 5. Payment

Unless otherwise agreed, our invoices are payable upon 10 days of receipt with a 2 % discount or 30 days net without deduction. Bills eligible for rediscounting will be accepted only if agreed on in advance. If the financial situation of the customer worsens after the agreement is signed, our amount receivable becomes immediately due, even in the case of deferred payment. This also applies to bills of exchange or cheque payments not yet deposited. It shall also be considered agreed that our amounts receivable due from the customer shall be able to be offset by the customer's amounts receivable due from us. In this event, we are also entitled to withdraw from the order or request damages due to failure to perform. If payment is late, we are entitled to charge late payment fee of 5 % above the basic interest rate set by the European Central Bank (ECB).

## 6. Warranty

Complaints against us must be made in writing and sent immediately, but no later than two weeks after receiving the delivery. Complaints sent after this time period shall be ignored.

We have to be given the opportunity to verify the complaint on site. Rejected products must be sent back to us upon request. Return shipments without our previous approval are not permitted.

For proven material or manufacturing defects, we shall honour the warranty according to the following conditions:

Non-usable items shall be returned either at the invoiced price or replaced - subject to the return of the unsuitable items, free of charge from our works - by new items that correspond to the original order. If the items can be corrected, we shall also be entitled to do so.

All warranty claims shall fall under the statute of limitations in accordance with legal provisions. Other warranty claims or compensation claims of any kind shall be excluded.

## 7. Exclusions of liability

For any damage or loss, compensation claims filed against us for any legal reason, but especially for restitution of damage that did not occur on the item delivered, shall be excluded to the extent legally permissible. The customer is also obligated to impose these exclusions of liability on any purchaser of our products. If this obligation is not fulfilled, the customer must compensate us for the damages incurred.

## 8. Retention of Title

The goods delivered by us shall remain our property until the purchase price has been paid in full and until all other amounts receivable, including future ones from the business relationship, have been paid. Acceptance of a bill of exchange or cheque shall not be considered as payment until it has been deposited.

The customer may not pawn or assign transfer of the reserved goods as collateral to third parties. From garnishments and all other impairments of our rights by third parties, the customer must obtain for us at his own expense the required documents to enforce our rights.

The processing of the reserved goods by the customer shall occur for us under exclusion of the acquisition of ownership according to §950 of the German Civil Code, without us incurring any obligations through this action.

If the reserved goods are processed, connected to or mixed with items that do not belong to us, we shall acquire co-ownership of the intermediate product and end product at a percentage equal to the purchase value of our goods to the value of the entire product. The new products shall be protected for us in this respect.

The customer shall be entitled to sell the reserved goods and the products made from them as part of a proper business transaction if he, for his part, reserves ownership of the sold goods under our conditions for retention of title. The customer shall already assign to us the amounts receivable resulting from the resale to its customers with all ancillary rights to assure our amounts receivable. If the reserved goods are sold after processing, connection or assembly with goods from other suppliers, then the amounts receivable against the purchaser shall be transferred to us at a percentage that corresponds to the purchase value of our goods used for the delivery in relation to the sales price.

The customer is authorised to collect the assigned amounts receivable as long as he meets his payment obligations toward us. If requested, the customer must inform his purchasers about us and give him the documents necessary to enforce our rights. If there is a delay in payment or payment stops, we are authorised to collect the amounts receivable ourselves and, to determine what they are, have a third party sworn by professional confidentiality, look at the business documents of the purchaser. If the securities allocated to us here exceed our amounts receivable by more than 20 %, we shall release, upon request of the customer and at our discretion, the securities in the amount of the excess value.

## 9. Tool Costs

Unless otherwise agreed, the tool costs shall be calculated on a pro rate basis, without constituting claims on the tools. The pro rate tool costs are payable net.

## 10. Place of performance and court of jurisdiction

The place of performance and the court of jurisdiction for deliveries and payments (including cheque and bills of exchange disputes) as well as any other type of dispute arising between the parties shall be the seller's business headquarters. We are further entitled to file a complaint at the customer's court of jurisdiction.