



MOTION UNDER CONTROL

GENERAL TERMS AND CONDITIONS OF SALE

of MACCON GmbH & Co. KG
(Contractor)

1. Scope of Application

- 1.1. These General Terms and Conditions of Sale apply to contracts concluded between MACCON GmbH & Co. KG and its customers for the delivery of goods and/or the provision of services.
- 1.2. The legal relations with our contractual partners shall be governed exclusively by our General Terms and Conditions of Sale set forth below.
- 1.3. Any terms and conditions of the Customer that conflict with or deviate from our General Terms and Conditions of Sale shall only be recognized if the Customer expressly agrees to their validity in writing. This shall also apply to any legal waiver of this written clause.

1.4. The General Terms and Conditions of Sale shall also apply to all future contracts concluded with the Customer, insofar as legal transactions of a related nature are concerned.

2. Offers, Conclusion of Contract

- 2.1. Offers of MACCON GmbH & Co. KG are noncommittal, unless otherwise stated.
- 2.2. The order of the goods and/or services by the client is considered a binding contract offer. If an order is to be regarded as an offer according to § 145 German Civil Code, BGB, these can be accepted within four (4) weeks by MACCON GmbH & Co. KG. The contract is concluded upon receipt of the order confirmation by the client.

3. Documentation

- 3.1. The Contractor reserves its unrestricted property and copyright exploitation rights to cost estimates, drawings and other documents (hereinafter referred to as "Documents").
- 3.2. The documents are to be treated confidentially and may not be made accessible to third parties without the written

consent of the contractor or be used by the client for himself or third parties and are to be returned to the contractor immediately upon request.

4. Prices

- 4.1. Unless otherwise agreed, prices are ex works, packaging costs excluded. Prices are exclusive of the applicable statutory sales tax. Costs of packaging, freight and insurance shall be invoiced separately.
- 4.2. Duties, consular fees and other taxes, charges, fees, etc. levied on the basis of foreign regulations as well as costs in connection therewith shall be borne by the Customer.

5. Payment Conditions

- 5.1. Unless otherwise agreed, the purchase price shall be paid in EURO by bank transfer by the Customer within thirty (30) calendar days after the invoice date without any deductions. If the Customer does not provide evidence of receipt of the invoice at a later date, the invoice shall be deemed to have been

received no later than three (3) working days after the invoice date.

- 5.2. Payment of the purchase price shall be made exclusively to the account stated on the invoice. The deduction of a discount is only permissible with a special written agreement.
- 5.3. Payment deadlines shall be deemed to have been met if the purchase price has been received by the Contractor within the agreed deadline and the Contractor can dispose of the amount.
- 5.4. In the event of default in payment on the part of the Customer, interest on arrears shall be charged at a rate of 10% p.a. The assertion of a higher damage caused by default remains reserved.
- 5.5. The Customer shall not be entitled to offset counterclaims unless the counterclaims are undisputed or have been legally established and the Contractor has agreed to this.
- 5.6. If payment is not possible at the time of the due date, the Client shall pay the equivalent of the amount owed in EURO at a financial institution acceptable to the Contractor in due time. If the Client has not paid the required amount

in EURO in due time, he shall bear the risk of the deterioration of the exchange rate.

- 5.7. If, after the conclusion of the contract, there is a significant deterioration in the financial circumstances of the Customer or the Contractor becomes aware of circumstances that jeopardize the claim to its remuneration, the Contractor shall be entitled to suspend the performance of its own obligations under the contract until the Customer has fulfilled its obligations under this contract or has provided security for this purpose. The Contractor may set a corresponding deadline within which the Customer shall, at its discretion, fulfill its performance obligations under the contract concurrently with the Contractor's performance or provide security. After unsuccessful expiry of the deadline, the Contractor may withdraw from the contract.

6. Delivery Terms, Risk and Title

Unless otherwise agreed, delivery shall be made in accordance with EXW

(Incoterms 2020) to the agreed destination. The choice of the transport route and the carrier shall be made by the Purchaser. Self-collection by the Purchaser is excluded, unless otherwise agreed in writing. Cartage and demurrage at the place of receipt, surface freight as well as additional freight for express goods and air freight shipments shall in any case be borne by the Customer.

- 6.1. Partial deliveries are permissible if announced.
- 6.2. The delivery times result from the order confirmation of the contractor and begin at the earliest with the receipt of the order confirmation by the client. The delivery times are taken into account if the goods are ready for dispatch within the agreed period and the Customer has been notified accordingly.
- 6.3. In the case of services, the date of acceptance shall be determined by the Contractor's order confirmation. The day of acceptance is considered if the service has been completed within the agreed period.
- 6.4. In the event of force majeure, the Contractor shall be entitled to postpone the

delivery for as long as the event continues. If the Contractor is permanently unable to deliver as a result of force majeure, but at least for a period of six (6) months, the Contractor shall be released from the obligation to deliver. The term force majeure shall include all circumstances for which the Contractor is not responsible and which make it impossible or unreasonably difficult for the Contractor to make the delivery, such as labor disputes (e.g., strikes, lawful lockouts, etc.). (e.g., strike, lawful lockout), civil war, acts of terrorism, riots, natural disasters, epidemics, pandemics, quarantine orders, official measures (e.g., import and export bans and export restrictions), shortage of energy and raw materials and untimely self-delivery for which the Contractor is not responsible. If the Contractor is released from the obligation to deliver, the Customer shall be entitled to withdraw from the contract.

6.5. Unless expressly excluded, the Contractor shall be entitled to deliver before the stipulated delivery and performance deadlines or periods.

6.6. If the Contractor is in default, the Customer may - provided it proves that it has suffered damage as a result - claim compensation for each full week of default of 0.5% each, but not more than a total of 5% of the price for that part of the Supplies which has not been delivered or performed. Claims for damages by the Customer due to delay in delivery as well as claims for damages in lieu of performance exceeding the limits set forth in the previous sentence shall be excluded, even after expiry of any time limit set to the Contractor. This shall not apply in the cases of paragraph 6.5.

6.7. The place of performance of the delivery shall be the place where the Contractor has to hand over the goods/services to the Client. Unless otherwise agreed, the place of performance shall be the place where the Contractor had its registered office at the time the contract was concluded. In the case of on-site services, conditions to be defined must be ensured; these shall be agreed upon separately.

7. Export Restrictions

7.1. Without prior written consent, Customer shall not export, re-export or otherwise transfer, directly or indirectly, any goods or technical data received from Contractor to any country where such export, re-export or transfer is restricted by the laws of Customer's country applicable to this Agreement or by the laws of the United States of America. If Customer's customer resells or otherwise transfers goods or technical data acquired under the terms of this Agreement, any applicable export restrictions must be complied with and appropriate licenses must be obtained.

8. Retention of Title

8.1. All products delivered, assembled or otherwise handed over by the Contractor shall remain the property of the Contractor until full payment has been made. There is an authorization to take back the goods in case of breach of contract on the part of the Client.

8.2. Until the full purchase price of the goods has been paid, the Customer shall at all times comprehensively

insure the goods against loss or damage by accident, fire, water, theft and against other risks usually assumed by insurance companies for the business activity carried out by the Customer, in an amount at least equal to the outstanding balance at the time.

8.3. The goods subject to retention of title may neither be pledged to third parties nor transferred as security before full payment of the secured claims. As long as ownership has not yet been transferred, the customer shall immediately notify us in writing if the goods are pledged or exposed to other interventions by third parties.

8.4. If the Customer processes the contractual item, transforms it or combines it with other items, the processing, transformation or combination shall be carried out for the Contractor. The Contractor shall immediately become the owner of the object produced by the processing, transformation or combination. If this is not possible for legal reasons, the Contractor and the Customer agree that the Contractor shall become the owner of the new item at any time of processing, transformation or combination. The Customer shall keep the new

item for the Contractor with the diligence of a prudent businessman. The goods created by processing, transformation or combination shall be deemed to be goods subject to retention of title. In the event of a breach of duty on the part of the Client, in particular in the event of default in payment, the Contractor shall be entitled to withdraw from the contract in addition to taking back the goods following the unsuccessful expiry of a reasonable deadline set for the Client; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The customer shall be obliged to surrender the goods. The taking back or assertion of the retention of title or the seizure of the reserved goods by the Contractor shall not constitute a rescission of the contract, unless the Contractor has explicitly declared this.

9. Transfer of Risk

9.1. The risk shall pass to the Customer as soon as the Contractor holds the goods ready for collection in the warehouse, dispatches them or hands them over to a logistics company.

9.2. In the case of services, the risk shall pass to the Customer on the day of acceptance at the Customer's premises, unless otherwise agreed.

10. Warranty

10.1. The Contractor's warranty period shall be twelve (12) months from the date of acceptance.

10.2. In order to determine any defects, the Customer shall inspect the subject matter of the contract immediately after delivery and, if an obvious defect becomes apparent, notify the Contractor thereof in writing within two weeks. If the Customer fails to observe the aforementioned deadlines for exclusion, the subject matter of the contract shall be deemed to have been approved with the consequence that the Customer shall lose its rights in the event of defects in accordance with paragraph 10.4.

10.3. The Customer shall always prove that the defect was already present at the time of acceptance.

10.4. If the subject matter of the contract is defective, the Customer shall be

entitled to subsequent performance. The type of subsequent performance shall be decided at the Contractor's discretion. Subsequent performance shall be understood as the elimination of the defect or the delivery of goods free of defects.

- 10.5. The Contractor may make the supplementary performance conditional upon the Customer paying a proportion of the remuneration which is reasonable taking into account the defect.
- 10.6. The Customer shall grant the Contractor at least two (2) attempts to remedy the defect.
- 10.7. Remedies of a defect alleged by the Customer shall not constitute recognition of a defect.
- 10.8. The Customer shall not be entitled to any rights with respect to defects caused, for example, by improper positioning, operation, maintenance or excessive use of the subject matter of the contract, by the use of unsuitable equipment or improper modifications, repair work or otherwise by the violation of contractual specifications and product

regulations on the part of the Customer or third parties.

11. Liability

- 11.1. The Contractor shall be liable without limitation for intent and gross negligence.
- 11.2. The Contractor shall only be liable for ordinary negligence - except in the case of injury to life, body or health - if essential contractual obligations (cardinal obligations) are breached and limited to the foreseeable damage typical of the contract, up to a maximum amount of two hundred and fifty thousand (250,000) EURO per damage event or up to the amount of the contract value, if this is lower, cumulatively however at most up to an amount of five hundred thousand (500,000) EURO or up to the amount of twice the contract value, if the contract value does not exceed an amount of two hundred fifty thousand (250,000) EURO.
- 11.3. Liability for indirect and unforeseeable damages, loss of production and use, loss of profits, loss of savings and financial losses shall be excluded in the

event of simple negligence - except where the liability requirement in paragraph 11.2 applies.

- 11.4. Any further liability than provided for in these General Terms and Conditions of Sale shall be excluded, irrespective of the legal nature of the claim asserted.
- 11.5. The limitations or exclusions of liability pursuant to paragraphs 11.2, 11.3 and 11.4 shall not apply to any statutory strict liability (e.g., under the Product Liability Act) or liability under a strict warranty.
- 11.6. Insofar as the Contractor's liability is excluded or limited in accordance with paragraphs 11.2, 11.3 and 11.4, this shall also apply to the personal liability of its employees, representatives and vicarious agents.

12. Returns

Written authorization must be obtained from Contractor prior to the return of any goods for any reason, including return for repair, exchange or credit. Credit for returned goods shall be issued at Contractor's discretion upon request by Owner. Contractor shall have the right to

inspect any goods claimed to be defective or non-conforming at Customer's facility prior to return. The risk of loss or damage to goods returned to Contractor for adjustment shall remain with Customer until received by Contractor. Shipping costs for returned goods shall be borne by Contractor only for goods repaired or replaced under warranty. Otherwise, these costs shall be borne by the customer.

13.4. The German-language version of these Terms and Conditions of Sale shall be controlling in all respects and shall prevail in case of any inconsistencies with the translated English version.

13. Final Provisions

- 13.1. All legal relationships between the Contractor and the Client shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods.
- 13.2. The exclusive place of jurisdiction for all claims in connection with the business relationship shall be, to the extent permitted by law, Munich.
- 13.3. In the event that individual provisions of the General Terms and Conditions of Sale are invalid, the validity of the remaining provisions shall remain unaffected.