

General Terms and Conditions of Sale of APWORKS GmbH

1 Application

- 1.1 These terms and conditions of sale shall apply exclusively. Differing or contrary terms shall not apply except if expressly agreed upon in writing.
- 1.2 These terms and conditions of sale shall also govern all future transactions between the parties and shall also apply if we perform delivery despite our knowledge of differing or contrary terms.
- 1.3 These terms and conditions of sale shall only apply vis á vis merchants, governmental entities, or special governmental estates within the meaning of sec. 310 para. 1 BGB (German Civil Code).

2 Orders, Specifications

- 2.1 Insofar as the order constitutes an offer within the meaning of § 145 BGB we are entitled to accept the offer within two weeks.
- 2.2 Any specification, sales literature, quotation shall be strictly confidential and must not be made available by the customer to third parties.
- 2.3 The customer shall be responsible for ensuring the accuracy of any order submitted to him. The customer shall provide us with any necessary information relating to the goods within a sufficient time to enable us to perform the contract in accordance with its terms.
- 2.4 If the goods are to be manufactured or any process is to be applied to the goods by us in accordance with a specification submitted by the customer, the customer shall indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in connection with or paid or agreed to be paid by us in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual rights of any other person which results from our use of the customer's specification.
- 2.5 Any documents and programs submitted to the customer during the course of the contract negotiations shall remain our property and shall be returned to us in case that a contract is not concluded.

3 Prices, Payment

- 3.1 Prices are ex works, exclusive of the respective statutory VAT and exclusive of costs for packaging, except as otherwise expressly agreed upon.
- 3.2 The purchase price is due and payable net within 30 days from the date of the invoice. From the due date interest in the amount of

8% above the respective base interest rate p. a. shall accrue. We reserve all rights to claim further damages for delay.

4 Offset, Retainer

The customer shall be entitled to offset only insofar as the customer's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement. The customer is entitled to claim retainer rights only to the extent such rights are based on the same transaction.

5 Delivery

- 5.1 Delivery is conditioned upon timely and proper performance of all duties of the customer. Defences based on non-performance of the contract are reserved.
- 5.2 In case of default in acceptance or other breach of duties to cooperate by the customer we are entitled to claim any resulting damage including but not limited to additional expenses, if any. Further damages are reserved. In this case, the risk of loss or damage to the goods passes to the customer at the time of such default or breach of duty to cooperate.

6 Passing of Risk, Shipment

- 6.1 If the customer demands shipment of the goods the risk of loss or damage to the goods passes to the customer upon dispatch.

7 Retention of Title

- 7.1 We retain title to the goods until receipt of all payments in full. In case of breach of contract by the customer including, without limitation, default in payment, we are entitled to take possession of the goods.
- 7.2 The customer shall handle the goods with due care, maintain suitable insurance for the goods and, to the extent necessary, service and maintain the goods.
- 7.3 As long as the purchase price has not been completely paid, the customer shall immediately inform us in writing if the goods become subject to rights of third persons or other encumbrances.

8 Warranty

- 8.1 The customer shall examine the goods as required by German Law (§ 377 of the German Commercial Code) and in doing so check every delivery in any respect.
- 8.2 We warrant that the delivered items will be free from defects in material and workmanship, conform to applicable specifications, and, to the extent that

- detailed designs have been furnished by the customer, will be free from design defects.
- 8.3 Our warranty as per subsection (8.2) above is given subject to the following conditions:
- We shall not be liable in respect of any defect in the goods arising from any design or specification supplied by the customer;
 - We shall not be liable if the total price for the goods has not been paid by the due date for payment;
 - Our warranty does not extend to parts, materials or equipment manufactured by or on behalf of the customer unless such warranty is given by the manufacturer to us.
- 8.4 We shall not be liable for the goods being fit for a particular purpose unless we expressly guaranteed the fitness for that particular purpose.
- 8.5 Our warranty does not cover defects in or damage to the products which are due to improper installation or maintenance, misuse, neglect or any cause other than ordinary commercial application.
- 8.6 Our discharge from liability will be void if a defect results from a gross negligent or intentional breach of contract on our part or if we will be held responsible for the breach of any further essential contractual obligation.
- 8.7 Warranty claims shall be time barred after 12 months of the passage of risk.
- 8.8 In case of nonconformity of the goods the customer is entitled to alternative performance in the form of remedy of the defect or delivery of conforming goods. If such alternative performance has failed, the customer is entitled to reduce the purchase price or to withdraw from the contract.

9 Liability

- 9.1 In case of intent or gross negligence on our part or by our agents or assistants in performance we are liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally our liability for damages shall be limited to the typically predictable damage, up to a maximum amount of Euro 250,000 per each damaging event.
- 9.2 Our liability for culpable damage to life, body or health as well as our liability under the Product Liability Act shall remain unaffected.
- 9.3 Any liability not expressly provided for above shall be disclaimed.

10 Applicable law, Jurisdiction

- 10.1 This contract shall be governed by the laws of the Federal Republic of Germany (excluding the Convention on Contracts for the International Sale of Goods).
- 10.2 Place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Munich, Germany.
- 10.3 Should any one of the above provisions be or become void, the validity of the remaining provisions hereof shall remain unaffected.
- 10.4 In case of any discrepancies between the German and the English version, the German version shall prevail.

June, 22nd 2018