

### **I. General**

1. The following General Terms and Conditions of Sale and Delivery are part of the contract concluded with us and apply in business transactions with entrepreneurs. For the purpose of these General Terms and Conditions of Sale and Delivery an entrepreneur is a natural or legal person or a legal partnership acting in their commercial or self-employed capacity at the time of the legal transaction (§ 14 German Civil Code).
2. Our General Terms and Conditions of Sale and Delivery shall apply in its most recent version also to all follow-up transactions, without this having to be expressly mentioned or agreed at their conclusion.
3. Counter-confirmations, counter-offers or other references of the purchaser with reference to its terms and conditions, we hereby object; deviating conditions of the purchaser are valid only if this has been confirmed by us in writing.
4. The purchaser may assign claims arising out of legal transactions concluded with us only with our express consent.

### **II. Offers; Orders; Resale; Amendments**

1. Our offers are always non-binding. Our offers are only an invitation to submit an offer.
2. The scope of services and deliveries to be provided shall only be deemed accepted after confirmation in writing, but no later than upon handover to the consignor or upon receipt of the invoice.
3. The purchaser undertakes to use the ordered goods exclusively for internal use or for processing into finished products and not to offer or advertise them on platforms on the internet in which a) no selection of products of the platform operator according to quality criteria takes place, and / or b) traffic data of the visitors are stored permanently, even more so if this happens on non-European servers and c) no instruments for the proactive defence against counterfeiting offers are available or used.
3. We reserve the right to make changes to the performance and delivery without the special consent of the purchaser, insofar as these are due to technical development or technical improvements. Incidentally, minor deviations in colour, size and shape, etc. are permitted, as far as reasonable for the purchaser.
4. Reorders are considered a new order.
5. Consulting and planning services which the purchaser has to provide to third parties are not part of the contract. Any information is always without obligation.

### **III. Prices**

1. Our prices are exclusive of the value added tax applicable at the time of delivery, these are generally ex works, freight collect, including packaging costs and do not include any transport or postage, insurance, customs or other additional charges. Unless otherwise stated in the offer or the sales price list or unless otherwise agreed between upon in writing, all prices quoted by us are on the basis of "EXW ex works in Heilsbronn" (Incoterms 2010).
2. We reserve the right, after timely notice to the purchaser and prior to delivery of the goods, to increase the price of the goods as required by the general external price increases beyond our control (such as currency fluctuations, currency regulations, increase in material or manufacturing costs), or due to the change of suppliers is necessary. The purchaser will be informed in advance about the relevant criteria of the price increase.

### **IV. Quantity; Quality; Withdrawal**

1. We are always entitled to deliver up to +/- 5% more or less than agreed. The purchaser is only obliged to pay for the goods actually delivered.
2. The quality of the goods depends on commercial custom, unless otherwise agreed in individual cases or confirmed by us.
3. Since we manufacture according to customer specification, the purchaser is obliged to accept the ordered goods. In case the purchaser withdraws from an order, the orderer must settle the costs incurred up to this time immediately, at least however 30% of the net order value. The purchaser is free to prove that the actual costs incurred are lower.

### **V. Dispatch; Delivery**

1. In the absence of a deviating agreement, delivery "EXW ex works in Heilsbronn" (Incoterms 2010) has been agreed. Unless otherwise agreed, loading and unloading of the delivery are not part of the contract. The risk is transferred to the purchaser with the goods being made available to the purchaser, the forwarding agent or the carrier, but at the latest when leaving our place of operation, even if the delivery is made by us.
2. As far as the goods are to be delivered "carriage paid", dispatch is effected at the risk of the purchaser. Such an agreement merely determines who bears the costs of the transport or delivery. Transport insurance will only be taken upon request and at the expense of the purchaser. If the transport is delayed on request or due to the fault of the purchaser, the goods shall be stored at the purchaser's expense and risk. This applies also in case the dispatch or delivery is delayed due to force majeure or obstacles arising after conclusion of the contract which have not been caused by us. In this case, the notification of the readiness for dispatch or the delivery shall be deemed the dispatch of the goods.
3. Subject to any deviating agreement in writing we will choose the place of dispatch and the route of transport as well as the means of transport according to our reasonable discretion, without guaranteeing the cheapest and fastest transportation.
4. If the purchaser provides the means of transport, he is responsible for the on-time delivery. Any delays must be communicated to us in good time. The costs shall be borne by the purchaser.
5. We are entitled to reasonable partial deliveries.
6. Our delivery obligation is always subject to timely and proper own delivery.
7. Specified delivery and unloading times are always non-binding, unless expressly agreed otherwise in writing. In any case, the delivery period starts to run not until all technical questions related to the delivery have been clarified.
8. Obstacles to delivery due to force majeure or due to unforeseen events for which we are not responsible, such as breakdowns, strikes, lockouts, official orders, subsequent abolition of export or import options as well as our own supply reservation according to Paragraph (6) above release us for the duration and scope of their actions from the obligation to comply with agreed delivery or unloading times. They also entitle us to withdraw from the contract without the purchaser being entitled to damages or other claims.
9. If an agreed delivery or unloading time is exceeded without an obstacle according Paragraph (8) above, we have a grace period of two weeks. If we also culpably fail to meet this grace period, the purchaser must set us a reasonable second grace period for delivery. Only after the expiry of this second additional grace period is the purchaser entitled to withdraw from the contract, but not to assert claims for damages resulting from non-performance or default, unless in case of intent or gross negligence.
10. If acceptance of the ordered goods is not carried out in due time for reasons for which the purchaser is responsible, we have the right, after setting a grace period of 10 days either to charge the purchaser for the storage costs, to withdraw from the contract or to claim damages.
11. Insofar as we are legally obliged to take back packaging due to the Packaging Ordinance, we shall appoint a third party to the purchaser who will recycle the packaging in accordance with the legal requirements. In addition, we are entitled, at our discretion, to settle our disposal obligation by means of compensation in accordance with the Interseroh rate (24.6 cents / kg).

### **VI. Warranty**

1. Minor deviations in colour, size and shape and technical improvements on the goods do not represent a defect. Our information on the tightness of the goods refers to random checks in the factory under specified conditions in the laboratory. Our information on tightness does not represent guaranteed properties. The tightness of the goods may deviate from the specifications of tightness under laboratory conditions under other conditions of installation or other use on site by the purchaser. Assurances on our part are only binding if they have

been submitted in writing. The purchaser is obliged to check the tightness and usability for the intended use of the goods themselves. The purchaser is also obliged, after use of the goods, to regularly check their tightness and usefulness.

2. If the purchaser detects a defect, he is obliged to provide us with the rejected goods or a sample thereof for the purpose of examining the complaint and to grant a reasonable period for the inspection. In case of refusal the warranty is omitted. Until the conclusion of the examination by us, the purchaser may not dispose of the goods in question, that is, they may not be torn apart, resold or further processed.

3. If the rejected goods are returned with our express written consent, the goods in question must be cleaned and sent to us free of charge with a clear identification of the defect, stating the information necessary for processing the claim (delivery note number, customer number, production lot number in the access loop and the like). If the complaint proves to be justified, the return delivery to the purchaser will be free of charge and the freight costs incurred will be reimbursed.

4. We may choose between remedying the defect or delivering a defect-free product.

5. The warranty period is 12 months, beginning with the delivery of the goods to the purchaser.

6. The purchaser is obliged to inspect the goods received immediately after delivery for defects and condition, if there is a defect to notify us immediately, otherwise the delivery is considered as approved. The complaint of obvious defects is only timely, if it is received within a period of 7 days, calculated from delivery, in text form with us. The complaint of non-obvious defects is timely, provided that it is received within a period of 7 days counted from discovery in text form with us.

#### **VII. General limitation of liability**

Claims for damages of the purchaser, for whatever legal reason, in particular for impossibility, delay, inadequate or incorrect delivery, breach of contract, breach of obligations in contract negotiations and tort are excluded for slight negligence. This disclaimer of liability does not apply in the event of injury to life, limb or health and in case of slight negligent breach of essential contractual obligations. In cases of slightly negligent breach of essential contractual obligations, liability is limited to compensation for typical damage foreseeable at the time of conclusion of the contract. Indirect damage or consequential damage, in particular repair costs or damage resulting from the processing of the goods, shall only be reimbursed, as far as they are typically to be expected when the goods are used as intended. The above disclaimers and / or limitations apply to the same extent in favour of the director and officers, legal representatives, employees and other vicarious agents of the company.

#### **VIII. Payments**

1. Unless otherwise agreed, our invoices are payable in full thirty (30) days after the date of invoice, if payment is made within ten (10) days of the invoice date with a 2% discount. Deliveries to foreign countries, outside Germany, will be accepted only against advance payment. For partial deliveries, pro rata invoicing is expressly reserved. Payments are made in EURO.

2. For foreign transfers, the purchaser bears the costs incurred. The costs of a bank transfer must always be borne by the purchaser.

3. Granted discounts are subject to full and correct order acceptance and timely payment. In case of returns, already granted discounts will be cancelled. A discount cannot be deducted in case previous invoices have only partially or not discharged by the same purchaser. In this case, incoming payments are first cleared against the outstanding receivables.

4. We accept bills of exchange or checks only on the basis of special agreement and always only on account of payment. Discount and bill charges are charged to the purchaser and are due immediately.

5. If the invoice amount is not settled within 10 calendar days from the date of invoice or other due date, we shall be entitled to charge default interest of at least 9 percentage points above the respective base rate of the ECB, without a special reminder being necessary.

6. If the purchaser does not have regular business operations any more, if in particular seizures are made with him, check or bill proceedings have been initiated against him or payment or even cessation of payment occurs or a procedure under the Bankruptcy Code is applied, we are entitled to declare due immediately all our claims arising from the business relationship, even if we have accepted bills of exchange or checks. The same applies if the purchaser defaults in making payments to us or we become aware of other circumstances that makes his creditworthiness appear doubtful. In addition, in such a case, we are entitled to demand advance payments or a security deposit or to withdraw from the contract.

7. The purchaser is only entitled to set-off and retention if the counterclaims asserted by him are legally established or expressly acknowledged by us.

#### **IX. Retention of title**

1. The goods delivered by us remain our property until the purchaser has settled all claims arising from the business relationship - including balance claims from current account as well as from refinancing or reverse bills.

2. The purchaser is entitled to sell the goods delivered by us in the ordinary course of business. This authorisation shall cease, in particular, in the cases mentioned above in Art. VIII. (6). In addition, we shall be entitled to revoke the purchaser's authorisation of disposal by written notice if he defaults his obligations to us and in particular his payments or if any other circumstances become known which make his creditworthiness appear doubtful.

3. Regarding the right of the purchaser to process the goods delivered by us, the limitations of the preceding Para. (2) shall apply accordingly. Through the processing, the purchaser does not acquire ownership of the wholly or partly manufactured goods; the processing shall be carried out free of charge exclusively for us as a manufacturer within the meaning of § 950 German Civil Code. If our retention of title nevertheless expires due to any circumstances, the purchaser and we already agree that the ownership of the goods passes to us with the processing, we accept the transfer and the purchaser remains the free depositary of the goods.

4. If our reserved goods are processed or inseparably mixed with goods that are still under third-party ownership, we acquire co-ownership of the new items or mixed stock. The scope of the co-ownership results from the ratio of the invoice value of the reserved goods delivered by us to the invoice value of the remaining goods.

5. Goods to which we acquire ownership or co-ownership in accordance with Para. (3) and (4) above, as well as the goods delivered under retention of title pursuant to Para. (1) above, shall be deemed reserved goods within the meaning of the following provisions.

6. The purchaser hereby assigns the claims from a resale of the reserved goods to us. The receivables from a resale also include the claim against the bank, which has opened or confirmed a letter of credit for the resale in favour of the purchaser (= reseller). We accept this assignment. If the reserved goods are a processed product or a mixed stock which, in addition to goods supplied by us, only contains items which either belonged to the purchaser or were supplied to him by third parties only under the so-called simple reservation of title, thus, the purchaser assigns the entire claim from resale of the goods to us. In the other case, that is to say, when a pre-assignment coincides with us and other suppliers, we are entitled to a fraction of the sales proceeds, in accordance with the ratio of the invoice value of our goods to the invoice value of the other processed or mixed goods.

7. If the value of the granted securities exceeds the claims (possibly reduced by advance and partial payments) by more than 10%, we shall be obliged to retransfer or release at the option of the purchaser. With the repayment of all our claims from the business relationship, the ownership of the reserved goods and the assigned claims shall pass to the purchaser.

8. The purchaser is authorized to collect the receivables from the resale of the goods. This direct debit authorisation shall cease to exist if the purchaser has no longer regular business operations within the meaning of Art. VIII. (6). In addition, we

may revoke the purchaser's collection authorisation if he is in default of performance of his obligations to us, in particular his payments or other circumstances that make his creditworthiness appear doubtful. If the collection authorisation ceases to exist or if it is revoked by us, the purchaser must, at our request, immediately inform us of the debtors of the assigned claims and provide us with the information and documents necessary for collection.

9. In the case of seizures by third parties regarding our reserved goods or the accounts receivable assigned to us, the purchaser is obliged to point out our ownership / our right and to inform us immediately. The cost of an intervention is borne by the purchaser.

10. In case of behaviour contrary to the contract, in particular default of payment, the purchaser is obliged, upon our first request, to surrender the reserved goods still in his possession and to assign to us any claims for surrender against third parties of the reserved goods. In case of the return as well as the seizure of reserved goods by us there is no withdrawal from the contract.

11. In the cases of Art. VIII (6), we may require the purchaser to provide us with the goods resulting from resale and in accordance with Art. IX (6) and to disclose claims assigned to us and their debtors. In particular, the business and private addresses of the debtors and the notification of the extent to which deliveries have already been settled and which claims are still open in detail here are to be disclosed. In this case we are entitled to disclose the assignment of our choice.

#### **X. Data Protection**

1. We will collect, process and store all personal data (salutation, name, address, date of birth, e-mail address, telephone number, fax number, bank account, credit card number) exclusively in accordance with the provisions of German data protection law.

2. Your personal data, insofar as these are necessary for the establishment, content or alteration of the contractual relationship (inventory data), are used exclusively for the settlement of the purchase agreements concluded between you and us, for example for the delivery of goods to the specified address.

3. Your personal data, which are required to enable the use of our offers and settle accounts (usage data), initially are used exclusively for the settlement of the sales contracts concluded between us. Such usage data are in particular the features for your identification as a user, information about the beginning and end as well as the scope of the respective use and information about the telemedia you have used as a user.

4. If you require further information or want to retrieve or revoke your express consent to the use of your inventory data or object to the use of your usage data, please contact our support at the email address [info@tizip.com](mailto:info@tizip.com) or by phone at +49 (0) 9872-800-371.

5. The purchaser undertakes not to disclose the data resulting from the business relationship to unauthorized third parties. He also undertakes to protect and store this data against access and misuse by unauthorized persons.

#### **XI. Final provisions**

1. Place of performance and jurisdiction for all claims and disputes arising from or in connection with the contractual relationship is our administrative headquarters in D-91560 Heilsbronn. We are entitled to sue the purchaser at his registered office.

2. The law of the Federal Republic of Germany shall apply. International sales law is excluded. This also applies expressly to the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

3. The invalidity of individual provisions of these General Terms and Conditions of Sale and Delivery does not affect the validity of the remaining provisions. The parties are bound to replace the ineffective provisions by a legally valid arrangement which comes as close as possible to the economic purpose of the invalid provision.